BOARD OF TRUSTEES
REGULAR MEETING AGENDA

JUNE 12, 2007
The Board shall act on posted items and shall not deliberate items that are not on the posted agenda. Persons desiring to address the Board may fill out a card and give it to the Recording Secretary.

In compliance with the Americans with Disabilities Act, if you need special assistance to access the Board meeting room or to otherwise participate at this meeting, including auxiliary aids or services, please contact Josué Hoyos at 485-9619. Notification at least 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Board meeting.

If you wish to speak, complete card available at entrance, give card to recording secretary, get recognition from the Chair. Persons desiring to address the Board on items not on the agenda may speak under item number “C.3” on the agenda. Public comment presentations will be limited to no more than 3 minutes each.

A. Board Study Session – 1:00 to 4:30 p.m., Staff Lounge, Deedy Student Services, Kentfield

1. Call to Order, Roll Call and Adoption of Agenda

2. Project Status Updates
   a. Main Building – VBN Architects (1:00 to 1:30)
   b. Transportation Technology Complex – HKIT Architects (1:30 to 2:00)
   c. Fine/Performing Arts – MWDL Architects (2:00 to 2:30)
   d. Bridge – CSW Engineering (2:30 to 2:45)
   e. Signage Standards Review and Comment – Kate Keating Associates (2:45 to 3:15)
   f. Break (3:15 to 3:30)
   g. 5-Year Capital Plan – Don Flowers/Rob Barthelman (3:30 to 4:00)
   h. LEED – V-Anne Chernock (4:00 to 4:30)
      • LEED Certification Update
      • LEED-EB Requirements
      • Owners’ Project Requirements

B. Closed Session – 4:30 p.m. in SS A&B, Kentfield Campus

1. Call to Order, Roll Call and Adoption of Agenda

   a) Request for Public Comment on Closed Session Agenda
Closed Session: To consider and/or take action upon any of the following items:

(a) With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54957.6:
   CONFERENCE WITH LABOR NEGOTIATOR
   Relative to the following organizations representing employees: United Professors of Marin (AFT/UPM), California School Employees Association (CSEA), Service Employees International Union (SEIU), Unrepresented Employees (Confidential, Supervisors, Managers)
   Agency Negotiator: Larry Frierson

(b) Significant exposure to litigation pursuant to subdivisions (b) of Government Code Section 54956.9:
   CONFERENCE WITH LEGAL COUNSEL-Potential & Existing Litigation
   Two cases - Mize vs. MCCD
   S. Rollison vs. MCCD

(c) PUBLIC EMPLOYEE DISCIPLINE/DISCUSSION/DISMISSAL RELEASE/SEPARATION (Government Code Section 54957)

(d) PUBLIC EMPLOYEE PERFORMANCE EVALUATION
   (Government Code Section 54957)
   Title: Superintendent/President

REGULAR MEETING AGENDA
Staff Lounge, Deedy Student Services, Kentfield Campus – 6:30 p.m.

C. Regular Meeting

1. Call to Order (1 minute)
   • Administration of Oath of Office to Student Trustee

2. Approval of Minutes (2 minutes)
   • Minutes of May 15, 2007 Board Meeting
   • Report of Closed Session for June 12, 2007

3. Citizens’ Requests to Address the Board on Non-Agenda Items (10 minutes)

4. Board Reports and/or Requests (15 minutes)
   a. Commendation Resolutions and Other Resolutions
      None
   b. Legislative Report
   c. Committee Chair Reports
      (1) Update on Grand Jury Report
   d. Individual Reports and/or Requests
   e. CEO Report to Board on WASC Compliance

5. Chief Executive Officer’s Report (5 minutes)
   a. Staff Reports (45 minutes)
      (1) COMet Update (Al Harrison)
(2) Modernization Update (V-Anne Chernock)
(3) Update on Media Center Discussions with the Marin Telecommunications Agency (Frank Crosby)
(4) Office of Civil Rights Draft Resolution Agreement (Linda Beam)
(5) Response to Grand Jury Report (Draft)

6. Academic Senate Report (5 minutes)
7. Classified Senate Report (5 minutes)
8. Student Senate and Student Associations Report (5 minutes)
9. COM Foundation Report (5 minutes)

10. Board Study Session
   a. Project Stabilization Agreement
      (1) Presentation by Swinerton on Fact-Finding Study

11. Items for Possible Future Board Agendas (5 minutes)
    a. Reserve Policies
    a. Unfunded Liability Options
    b. Budget Presentation & Approval of Tentative Budget (June 26)

12. Consent Calendar Items (Roll Call Vote) (10 minutes)
    *The Superintendent/President recommends that the Board of Trustees approve the following Consent Calendar Items:*

    A. Calendar of Upcoming Meetings & Other Special Events

    All regular Board meetings are at 6:30 p.m. with Board Retreats (Special Meetings) and other special events as noted:

    June 26
    - Board Study Session – 1:00 to 5:00 p.m. – Ohlone 106, IVC
    - Regular Meeting – 6:30 p.m. – Ohlone 106, IVC
    - Tentative Budget Adoption

    July 17
    - Regular Meeting – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield

    August 28
    - Regular Meeting – 6:30 p.m., Ohlone 106, IVC
    - Final Budget Adoption

    September 18
    - Regular Meeting – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield

    October 9
    - Regular Meeting – 6:30 p.m. – Ohlone 106, IVC

    November 13
    - Regular Meeting – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield

    December 11
    - Organizational and Regular Meetings – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield

Other Special Events:

Dental Assisting Graduation Ceremony – June 21, 6:30 p.m., Student Services Courtyard, Kentfield Campus
B. **Classified Personnel Recommendations.** Approve the Classified Personnel Recommendations:
   1. Permanent Reassignment of Classified Personnel
   2. Temporary Increase/Decrease in Assignment/Salary for Classified Personnel
   3. Resignation/Separation of Classified Personnel

   1. Appointment and/or Change of Educational Management Personnel
   2. Resignation/Retirement of Educational Management Personnel

D. **Academic Personnel Recommendations**
   1. Resignation/Retirement of Academic Personnel
   2. Phased-In-Early Retirement of Academic Personnel

E. **Short-Term Hourly Positions**

F. **Budget Transfers – Month of May - FY 2006/07**

G. **Warrant Approval for Month of May 2007**

H. **Declaration of Surplus Property – Miscellaneous Equipment**

I. **Approve New Community Education Courses – Summer 2007**

J. **Modernization (Measure C) Contracts**
   1. Professional Services Contracts
      a. New Short Form Contracts
         i) **Contract Renewal**
            Miller Brown & Dannis – District Legal Consultant
         ii) **Contract Renewal Endorsement**
            Ford Graphics - Reprographics Services
      b. New Long Form Contracts - **none**
      c. Full Contracts/Ratifications - **none**
      d. Amendments (Short Form Contract)
         i) **Special Advisor Services**
            Vanir Construction Management and Parsons/3DI – Amendment #1
      e. Amendments (Long Form Contract) - **none**
   2. Construction Contracts
      a. Bid Awards - **none**
      b. New Contracts - **none**
      c. Ratifications – **none**
      d. Change Orders - **none**
      e. Notices of Completion – **none**

K. **Authorization to Initiate Projects (Measure C)**
   1. Authorization to Bid - **none**
L. Miscellaneous (Measure C) – none

M. Approve Purchase Order for Printing of Fall, Winter, Spring and Summer 2007-08 Community Education Schedules

N. Approve Notice of Completion for Miscellaneous Roof Repairs – Kentfield and Indian Valley Campuses

13. Other Action Items (10 minutes)
*The Superintendent/President recommends the Board of Trustees approve the following Action Items:*

A. Approve Barnes & Noble Bookstore Agreement Renewal

B. Modernization (Measure C) Contracts
   1. Professional Services Contracts
      a. New Short Form Contracts
         i) Austin Science Center Roof Condition Survey Project 850E Design Services – McGinnis Chen Associates, Inc.
      b. New Long Form Contracts
         i) Science-Math-CP Complex Project #305A Design Services – ED2 International Architects/Planners
         ii) Master Signage Planning Services Design Services – Kate Keating Associates, Inc.
      c. Full Contracts/Ratifications – none
      d. Amendments (Short Form Contract) - none
      e. Amendments (Long Form Contract)
         i) Geothermal Exchange Field Projects at Kentfield & IVC Design Services – Alfa Tech Cambridge Group – Amendment #10
         ii) Landscape Site Work Project #413A Design Services – Royston, Hanamoto, Alley & Abey (RHAA) – Amendment #4
         iii) Indian Valley Campus and Kentfield Site Projects Engineering Services CSW Stuber-Stroeh – Amendment #8

2. Construction Contracts
   a. Bid Awards
      i) Project Approval Authorization to Bid Pre-Authorization to Award POMO 4 Roof Replacement Project #402B

   b. New Contracts - none
   c. Full Contracts/Ratifications - none
   d. Change Orders – none
   e. Notices of Completion – none
3. Authorization to Initiate Projects
   a. Authorization to Bid – none

4. Miscellaneous (Measure C)
   a. Authorize Project Stabilization Agreement
   b. Approve Submittal of 2009-2013 Five-Year Construction Plan
      with IPP and FPP
   c. Delegate Approval Authority to Superintendent/President for Cancelled
      Meetings
   d. Approve Budget Transfer for Technology Infrastructure Plan and
      Standards

C. Public Hearing on MCCD/CSEA 196 Collective Bargaining Agreement

D. Public Hearing on MCCD/SEIU 1021 Collective Bargaining Agreement

14. Information Items (5 minutes)


   B. Contracts for Designated Approval

15. Correspondence
    Correspondence in Board Packets

16. Board Meeting Evaluation (5 minutes)

17. Adjournment
A. Board Study Session

1. Call to Order, Roll Call and Adoption of Agenda

The meeting of the Board of Trustees of the Marin Community College District was called to order at 2:45 p.m. by Board President Treanor in Ohlone 106 at the Indian Valley campus, all members having received notice as prescribed by law. All Trustees were present except Trustee Kranenburg, who arrived at 2:50 p.m., and Student Trustee Sandfort.

M/s (Brockbank/Long) to approve the agenda as printed. The motion passed unanimously (6-0).

2. Housing at IVC

Evelyn Swenson, on behalf of her colleagues Joan London and Elizabeth Moody, presented a proposal to the Board for a 300-unit senior housing facility at the IVC campus, noting that there would be educational benefits and job opportunities for our students and many opportunities for interaction between seniors and our students. She and her colleagues also advocate making the IVC campus a medical research center. Joan London asked if the Board would meet with developers and the seniors who are supporting this project to explore possibilities. Board members expressed interest in investigating this further and suggested scheduling a Board Study Session which would include information on similar models and examples of colleges partnering with senior housing and senior centers in arrangements benefiting both parties. The Board also suggested that Ms. Swenson and her associates seek philanthropist funding for a consultant to develop a more concrete proposal (including funding) for a joint use project to present to the Board.

3. Presentation of Final Design Elements for PE Complex (Kwan Henmi)

Jeff Stahl, Susan Abbanat, and Jennifer Gadiel from Kwan Henmi presented design plans for the PE Complex for review and comment by the Board. Mr. Stahl reported that we are on target to submit the plan to the State Architect next month. Aditya Advani from Royston Hanamoto A&A described landscape design plans for the complex.
4. **Presentation of Design Concept for PE Photovoltaics** (Alfa Tech)

Mike Lucas and Todd Whitaker of Alfa Tech Cambridge presented two design concept options for PE Complex photovoltaics. Board members asked questions and provided feedback. V-Anne Chernock, Director of Modernization, reported that staff is recommending the first option and Board members expressed their support.

Copies of the Kwan Henmi and Alfa Tech presentations are available on our website.

The Study Session was recessed at 4:50 p.m.

**B. Closed Session**

1. **Call to Order, Roll Call, Adoption of Agenda, Closed Session**

Board President Treanor reconvened the meeting of the Board of Trustees of the Marin Community College District in the AS101 Conference Room of the Indian Valley campus at 4:55 p.m. All publicly elected Trustees were present. Dr. Frances White, Al Harrison, Linda Beam, and Larry Frierson were also in attendance.

There was no one present who wished to address the Board on the items listed to be discussed in closed session, and the Board went into closed session.

The closed session recessed at 6:03 p.m.

**C. Reconvene to Regular Meeting**

1. **Reconvene in Open Session**

The meeting of the Board of Trustees of the Marin Community College District was reconvened in open session at 6:42 p.m. in Ohlone 106 at the Indian Valley campus by Board President Treanor. She announced that the meeting was being recorded to facilitate the preparation of minutes. All Trustees were present, including Student Trustee Sandfort.

2. **Approval of Minutes and Report of Closed Session**

Board Clerk Kranenburg reported that the Board had met in closed session earlier that afternoon on the items listed on the agenda, and that no action was taken.

M/s (Brockbank/Kranenburg) to approve the minutes of the April 17, 2007 Board meeting. The motion passed unanimously.

M/s (Moore/Hayashino) to approve the minutes of the April 30, 2007 Special Board Meeting. The motion passed by a vote of 6-0-1. Trustee Dolan abstained because she was not present at that meeting.

M/s (Brockbank/Kranenburg) to approve the minutes of the May 1 Joint Meeting of the College of Marin and College of Marin Foundation Boards. The motion passed unanimously.
M/s (Brockbank/Hayashino) to approve the minutes of the May 7 Special Board Meeting. The motion passed unanimously.

3. **Citizens’ Requests to Address the Board on Non-Agenda Items**
   Dr. Lawrence Witter, a Novato resident, read a letter he submitted to the editor of the Marin IJ regarding the May 12 soapbox cartoon picturing President White. A copy of his letter is attached to the minutes as part of the official record. Board President Treanor stated that Board members have been taking their own actions related to the cartoon and that they join Mr. Witter in his horror and hope the IJ will recognize its error.

4. **Board Reports and/or Requests**
   a. **Commendation Resolutions and Other Resolutions**
      1) **Resolution in Support of Classified School Employees Week**
         Reading of the Resolution was waived. M/s (Moore/Long) to approve the Resolution in Support of Classified School Employees Week. The motion passed unanimously by a roll call vote of 7-0 (plus an advisory vote by Student Trustee Sandfort).

      2) **Resolution in Recognition of Kelea Sandfort’s Services as Student Trustee.** Board Clerk Kranenburg read the Resolution. M/s (Dolan/Long) to approve the Resolution in Recognition of Kelea Sandfort’s Services as Student Trustee. The motion passed unanimously by a roll call vote of 7-0. Board President Treanor thanked Student Trustee Sandfort for her service and presented her with a gift on behalf of the Board.

      3) **Resolution in Support of the Ross Valley Flood Protection and Watershed Program and the Proposed Drainage System Fee for the Ross Valley – Flood Zone Nine.** Reading of the Resolution was waived. M/s (Hayashino/Kranenburg) to pass the Resolution. The motion passed by a vote of 6-1 with Trustee Dolan casting the no vote (plus an advisory aye vote by Student Trustee Sandfort).

   b. **Legislative Report.**
      Trustee Brockbank reported that there is slightly good May Revise Budget news in that there will be more money than expected, Prop 98 will be fully funded, and $100 million will be available for Career Technical Education.

   c. **Committee Chair Reports**
      Trustee Hayashino reported that the Superintendent Evaluation Committee has been meeting and will continue to work on this project.

   d. **Individual Reports and/or Requests**
      Board President Treanor extended condolences on behalf of the Board to Trustee Long on the recent loss of her sister, Margaret Leong.

      Trustee Brockbank reported that COM’s recent production of _Othello_ was outstanding.

      Trustee Kranenburg stated that he and Trustee Treanor attended the recent CCLC Conference in San Francisco and found presentations on governance and Student Learning Outcomes to be particularly helpful. He also commented on
the outstanding President’s Circle Breakfast held on May 1, which provided an opportunity to meet with community leaders and featured a video showcasing innovation at COM and a talk by one of our students. Trustee Hayashino commended the student athlete hosts at the breakfast and expressed appreciation for COM support of the recent Asian Pacific Americans in Higher Education Conference, which she attended along with Vice President Martinez and Linda Beam, Executive Dean of Human Resources & Labor Relations.

Trustee Long read the following statement which clarified her comments at the March 27 Board meeting during the discussion on agenda item B.4.C, Response to MSAT Request for Lease Extension.

“Trustee Long offered a friendly amendment requesting Dr. White to review facility usage, and based on the student enrollment numbers and projections into the future, explore any other possibilities that could work for MSAT, understanding that the data could have different implications since IVC campus could house between 3000 to 5000 based on our COM student enrollment projections. Trustee Long voted ‘no.’ After the vote Trustee Long asked Dr. White for an asset management update/report, along with the IVC student enrollment projects and plan.”

Trustee Long also reported that she recently attended professional development workshops on Student Achievement and Data in Marin County, Leadership in a Professional Learning Community, and Superintendent Evaluation in addition to an Educational Task Force faculty meeting. She brought back information from the Superintendent Evaluation workshop to share with our Board’s Superintendent Evaluation Committee. She also reported that she attended COM’s first Transfer Recognition Reception on May 10 and found it to be delightful, noting that Student Trustee Sandfort was one of the students honored at the event.

Trustee Moore informed the Board that development of Professional Learning Communities is a major trend in California, focusing on what children are learning.

Board President Treanor reported that the Trustees had visited the COM Children’s Center Art Show prior to the Board meeting. She also referenced a positive article in the Pacific Sun about COM. Trustee Treanor reported that she attended a workshop on the shortage of CEO’s in California’s community colleges and stated that the Board was pleased to have a commitment to work with Dr. White for another four years. She mentioned attending the recent Marin Education Fund "Pay It Forward" event at Autodesk.

Trustee Treanor reported that the COM Board had a very good meeting with the COM Foundation Board of Directors and that a mutual understanding had been reached to create a new model for an Advancement/Development Office at COM.

Trustee Brockbank encouraged fellow Trustees to attend the Marin County School Boards Association Celebration of Education event in the future. This countywide event honors the teacher, classified staff member, trustee, and administrator of the year and is a wonderful opportunity to see what makes education work.
Trustee Kranenburg mentioned an MCSBA-sponsored discussion group on the Achievement Gap which he attended and found to be quite interesting.

Trustee Dolan commended the COM baseball team for a very successful season and the Music Department for a wonderful chamber music program.

e. **CEO Report to Board on WASC Compliance**
   President White reported that we are moving along with program review and the integration of planning and budgeting. We plan on writing the Interim Report to the Accrediting Commission (which is due October 15) this summer.

5. **Chief Executive Officer's Report**
   Dr. White called the Board’s attention to her written report in their packets.

a. **Staff Reports**
   1) **Basic Skills Initiative**
      Susan Andrien, Director of Learning Resources, reported on the Basic Skills Initiative, noting that we will develop a plan to improve the basic skills success rate of our students and that we can be eligible for $100,000 in categorical funding for basic skills improvement.

   2) **COMet Update**
      Al Harrison, Vice President of College Operations, commented on the COMet Update in the Board packets, noting that we are looking at bringing in an IT specialist from SunGard to assist and mentor our COM IT and HR staffs with implementation.

   3) **Modernization Update**
      Director of Modernization Chernock introduced Frank Fung, a principal with ED2 International Architects/Planners, the firm staff is recommending to replace Anshen & Allen to work on design services for the Science/Math/Central Plant Complex.

   4) **Enrollment Update**
      President White called the Board’s attention to the revised Enrollment Management Report from Vice President Martinez in their Board packets. She stated that another report will be brought to the Board after positive attendance has been counted.

      Dr. White announced that she has appointed Frank Crosby to be the higher education representative to the Community Media Center of Marin Board of Directors.

      She introduced Nanda Schorske, Dean of Workforce Development, College & Community Partnerships, who updated the Board on IVC partnerships and enrollment growth. Dean Schorske reported that we co-hosted a successful ECE College Day with MarinCARES on March 31 and that she is investigating bus/shuttle service to IVC for our students on Saturdays and as
needed. High school focus groups for San Marin and Novato High School students are scheduled for the weeks of May 21 and 28 to conduct surveys on college and career considerations. Dean Schorske announced that COM career program videos and brochures will be “debuted” at our recruitment booth at the Marin County Fair and that the Environmental Landscape Display that won the Crystal Award at the San Francisco Flower & Garden Show will be on display at the fair to help recruit new students for our Sustainable Horticulture Program.

6. **Academic Senate Report**
   Yolanda Bellisimo, Academic Senate President, informed the Board of the results of the Academic Senate election and discussed academic issues she and Senate Vice President Kelly want to address for the next six to eight months during their presentations to the Board. A copy of Ms. Bellisimo’s statement is attached to the minutes as part of the official record.

7. **Classified Senate Report**
   Kathleen Kirkpatrick, Classified Senate President, reported that the Classified Senate is co-hosting the 1st annual Retirement Reception on May 16 and Picnic in the Grove on May 24. In addition, the Classified Senate is planning a classified staff appreciation event in early June. Ms. Kirkpatrick reported that the Classified Senate is continuing talks with CSEA and SEIU to develop an official classified staff committee appointment process. A copy of Ms. Kirkpatrick’s statement is attached to the minutes as part of the official record.

8. **Student Senate and Student Association Report**
   Student Trustee Sandfort stated that she had a wonderful time serving on the Board, learned a lot, and developed great respect for the members. She expressed appreciation to President White, Vice President Martinez, and Cathy Summa-Wolfe, Director of Communications and Community Relations, for their responsiveness to her suggestions and issues. She reported that she worked on a write-in campaign during the recent student government elections to increase competition and the number of people who voted. She brought the issue of disabled student access to the Board’s attention and asked that everyone involved with modernization make things easier for these students. Student Trustee Sandfort’s future plans include taking classes in Development Studies (the study of developing countries) with a focus on economics and indigenous societies at UC Berkeley. She wants to go into international law and promote the human rights of indigenous people. She stated that she would really miss COM as she has been taking classes here for 11 years.

9. **Board Study Session**
   Board President Treanor distributed and reviewed a compilation of Trustee responses to the Grand Jury Recommendations. Board members made comments and were asked to send additional feedback to Board President Treanor during the next few weeks.

10. **Items for Possible Future Board Action**
    a. Reserve Policies (June 12)
    a. Unfunded Liability Options (June 12)
    b. Budget Presentation & Review of Tentative Budget (June 12)
    c. Approve Tentative Budget (June 26)
11. Consent Calendar Items (Roll Call Vote)
M/s (Kranenburg/Long) to approve all items on the Consent Calendar. The motion passed unanimously with a roll call vote (7-0 plus an advisory vote by Student Trustee Sandfort).

A. Calendar of Upcoming Meetings & Other Special Events

All regular Board meetings are at 6:30 p.m. with Board Retreats (Special Meetings) and other special events as noted:

- **June 12**: Board Study Session – 1:00 to 5:00 p.m., Staff Lounge, Deedy Student Services, Kentfield
  Regular Meeting – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield

- **June 26**: Regular Meeting – 6:30 p.m. – Ohlone 106, IVC
  Tentative Budget Adoption

- **July 17**: Regular Meeting – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield

- **August 28**: Regular Meeting – 6:30 p.m., Ohlone 106, IVC
  Final Budget Adoption

- **September 18**: Regular Meeting – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield

- **October 9**: Regular Meeting - 6:30 p.m. – Ohlone 106, IVC

- **November 13**: Regular Meeting – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield

- **December 11**: Organizational and Regular Meetings – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield

Other Special Events:

- **Annual Art Sale for IVC Children’s Center** – May 15, 5:30 to 7:30 p.m., Internet Café, IVC

- **2007 COM Retiree Recognition Celebration** – May 16, 4:00 to 6:00 p.m., Marin Art & Garden Center, 30 Sir Francis Drake Blvd., Ross

- **Marin Simulation Center Opening** – May 17, 2007, 1:00 to 2:30 p.m., POMO 188, IVC

- **COM Foundation Scholarship Awards Ceremony** – May 18, 5:00 to 7:00 p.m., Kentfield Cafeteria

- **Emeritus Annual Spring Meeting/Party** – May 19, 2:00 to 4:00 p.m., Kentfield Cafeteria

- **Picnic in the Grove** – May 24, 12:00 to 1:30 p.m., Redwood Grove, Kentfield

- **Pinning Ceremony for RN Program** – May 24, 6:00 to 7:00 p.m., Fine Arts Theater, Kentfield
Commencement – May 25, 2007, 7:00 p.m., Gymnasium

Golden Bell Awards – May 30, 5:00 p.m., Embassy Suites, 101 McInnis Parkway, San Rafael

B. **Classified Personnel Recommendations.** Approve the Classified Personnel Recommendations:
   1. Appointment of Classified Personnel
   2. Resignation/Separation of Classified Personnel

C. **Academic Personnel Recommendations.** Approve the Academic Personnel Recommendations.
   1. Resignation/Retirement of Academic Personnel

D. **Short-Term Hourly Positions**

E. **Budget Transfers – Month of April - FY 2007/08**

F. **Warrant Approval for Month of April 2007**

G. **Modernization (Measure C) Contracts**
   1. Professional Services Contracts
      a. New Short Form Contracts - none
      b. New Long Form Contracts - none
      c. Full Contracts/Ratifications - none
      d. Amendments (Short Form Contract) - none
      e. Amendments (Long Form Contract) - none

   2. Construction Contracts
      a. Bid Awards - none
      b. New Contracts - none
      c. Ratifications – none
      d. Change Orders - none
      e. Notices of Completion – none

H. **Authorization to Initiate Projects (Measure C)**
   1. Authorization to Bid - none

I. **Miscellaneous (Measure C)**
   1. Authorization for Procurement
      Larkspur Annex Used Restroom Building - Project #321B
      Mobile Modular Management Corporation

12. **Other Action Items**

A. M/s (Hayashino/Moore) to **Approve Food Service Agreement with Maki Enterprises, Inc., DBA: Campus Bistro.** The motion passed unanimously.

B. M/s (Kranenburg/Hayashino) to **Approve Agreements with Perry-Smith LLP for 2006/07 Audit Services.** The motion passed unanimously.
C. M/s (Brockbank/Moore) to Approve Resolution of the Governing Body of the Marin Community College District Proposing an Election Be Held in its Jurisdiction; Requesting the Board of Supervisors to Consolidate with any Other Election Conducted on Said Date; and Requesting Election Services by the Registrar of Voters. The motion passed unanimously with a roll call vote (7-0) plus an advisory aye vote by Student Trustee Sandfort.

D. Modernization (Measure C) Contracts
   1. M/s (Long/Brockbank) to approve the Modernization (Measure C) Professional Services Contract Amendments (C.12.D.1.e(i), (ii), (iii), (iv)). The motion passed unanimously.
      a. New Short Form Contracts
         Portable Classroom Pick Up and Delivery to COM Professional Services Contract – Ray’s Mobile Modular Service
      b. New Long Form Contracts – none
      c. Full Contracts/Ratifications – none
      d. Amendments (Short Form Contract) – none
      e. Amendments (Long Form Contract)
         i. Indian Valley & Kentfield Campus Site Work Projects Design Services
            CSW/Stuber-Stroeh Engineering Group – Amendment #7
         ii. Chiller Replacement at Kentfield and Information Technology (IT) Standards
            Alfa Tech Cambridge Group, Inc. - Amendment #9
         iii. Transportation Technology Complex, POMO 4 – Project #402B and Greenhouse Relocation Project #850C Additional Design Services
            HKIT – Amendment #2
         iv. Construction Phasing Plans
            Royston, Hanamoto, Alley & Abey (RHAA) – Amendment #3

2. Construction Contracts
   a. Bid Awards – none
   b. New Contracts
      i. PE Conduit Crossing Project # 308E Contract Approval
         D & D Pipelines, Inc.
         M/s (Kranenburg/Brockbank) to approve the Contract with D & D Pipelines, Inc. for the PE Conduit Crossing (Project #308E). The motion passed unanimously.
   c. Full Contracts/Ratifications - none
   d. Change Orders – none
   e. Notices of Completion – none

3. Authorization to Initiate Projects
   a. Authorization to Bid – none

4. Miscellaneous (Measure C)
   a. M/s (Kranenburg/Long) to Approve Termination of Anshen & Allen Short Form Contract and Authorize Negotiations with ED2 International Architects/Planners (Science/Math/Central Plant
Complex - Project #305A).
The motion passed unanimously.

E. Public Hearing on MCCD/SEIU 1021 Collective Bargaining Agreement
Board President Treanor opened the public hearing for comment. There
being no one who wished to speak on this issue, she then declared the
public hearing closed.

F. Approve Academic Calendar 2007-2008
Ira Lansing objected to the term “assigned” and stated that the 175
instructional days on the calendar are “assignable” and not “assigned.”
He acknowledged that the days had been agreed to by UPM but not the
labeling of those days and the non-date aspects of this calendar.
M/s (Long/Moore) to adopt the Academic Calendar for 2007-2008 as
presented, acknowledging that whatever was negotiated and agreed upon
by Paul Christensen on behalf of UPM and the District will speak for itself.
The motion passed unanimously.

13. Information Items

A. Contracts and Agreement for Services Report – April 2007

B. Third Quarter Financial Status Report and CCFS-311Q for 2006/07

C. Program Definition Document

D. Bond Program Information Items
   2. Revised Bond Spending Plan - April 2007
   3. Commissioning Language in Long-Form Contracts

E. Long-Form Contract Corrections
   1. Kwan Henmi Architecture/Planning
   2. Marcy Wong and Donn Logan Architects

F. Contracts for Designated Approval

14. Correspondence
Board members were asked to review the correspondence in their Board Packets.

15. Board Meeting Evaluation

16. Adjournment
M/s (Long/Dolan) to adjourn the meeting. The motion passed unanimously and Board
President Treanor adjourned the meeting at 9:35 p.m.
RE: Saturday, May 12, 2007 Soapbox Cartoon of COM President

Dear Editor,

The May 12 Soapbox Cartoon of COM President, Dr. Frances White, was disrespectful and in very poor taste. The Marin IJ has been serving Marin County since 1861. This cartoon is a DIS-SERVICE to Dr. Frances White, the College of Marin, and the community the Marin IJ claims to serve. Our community supports and encourages the College of Marin to be an outstanding learning institution. The community has an obligation to learn the facts.

Dr. White has saved a sinking ship in hostile waters and chartered a course to recovery in troubled waters. She achieved this by rehabilitating the whole college system and overseeing the $249.5 million Measure C Bond Issue to build and remodel the college.

Currently there are over 50 top college administrative executive vacancies statewide with more projected. These vacant positions offer higher salaries—some up to $50,000 more than our current president’s salary. These salaries are for positions in colleges that are well run and are successfully serving their communities. For failing colleges, an increased salary is a fair compensation for the hard work to be done to save the sinking ship.

Dr. White’s salary was far below that of her peers as a measurement of her talent and contribution to Marin County. Dr. White has been a savior in guiding this dysfunctional community. No salary increase would be enough to meet the value of Dr. White to our community.

Furthermore, this cartoon character of Dr. White might suggest that Dr. White is a ho. Shame on you.

Sincerely,

Dr. Lawrence S. Witter
NEW MEMBERS TO THE SENATE

Robert Kennedy is co chair of the Budget Committee and will launch a pilot program review of our transfer program beginning this summer.

Journalism professor, Michael Dougan, is a member of the Governance Review Council and is involved in the first program review pilot.

Carol Adair is a member of the English and English Skills faculty and serves on the Facilities Committee, the Instructional Equipment Committee, and is a founding member of the College Student Success Council.

Joe Mueller will be a part of the Phase II program review for the Natural History Program, which he developed. Joe is active in the international environmental and scientific community, leads field trips to wonderful places like Alaska and the Mojave Desert, and he has been involved for over ten years with the Bolinas Marine Lab.

Derek Wilson is the long time chair of the Curriculum Committee and is preparing a program review of the Multi Media Studies Program.

Radica Portello, as a part time faculty member, is the newly elected chair of the Modern Languages Department and this year's winner of the Hayward Award for teaching excellence. This is the first Hayward Award for a College of Marin faculty member since 1995.

Meg Pasquel, has a degree in law and teaches English skills as a part time faculty member. Meg is part of a group awarded a grant to link a developmental English course with a transfer course in another discipline. The long range goal is to create a "transfer prep academy" that moves students from English 92 to English 120.

Erika Harkin, a non credit instructor in French Literature serves on the Educational Planning Committee, College Council, numerous ad hoc committees, and is past president of the Emeritus College.

These newly elected senators will join five senators who are beginning the second year of their two year term, including Ron Gaiz, Blaze Woodlief, Ingrid Schreck, Arthur Lutz, and Patrick Kelly.
SENATE PRESENTATIONS TO THE BOARD FOR THE COMING SCHOOL YEAR

Patrick and I would like to plan out for the next 6 or 8 months the issues we want to address during our Board of Trustee presentations. We want to provide for you a thorough, data driven view of specific academic issues the senate is facing and give you an opportunity to ask questions.

Some of the issues we plan to discuss:

Conceptualizing programs according to student cohorts – Life Long Learning; Transfer; Basic Skills and ESL; Career and Occupational Training

MOU on Program Review

Distance Education – National and state-wide trends and ways to strengthen COM’s program

Our vision of the role of the Budget Committee and Planning/Program Review

We will come back to the subject of a Full Time Faculty Hire policy and a proposal for new procedures to improve this practice at COM

Policy on program discontinuance and revitalization

Plus/minus grading options for faculty and students
Good evening.

The Classified Senate and the classified staff in general are all working at a fast clip to finalize projects and plans as the end of the semester is nipping at our heels. Some end-of-the-year highlights include:

The Classified Senate is a co-sponsor of tomorrow's 1st annual Retirement Reception. We applaud the District and the leadership of the Human Resources Department in planning and institutionalizing this event to honor all our College retirees.

The Senate is also a co-host of next week's Faculty and Staff Luncheon, "Picnic in the Grove" along with the Academic Senate and College Council. This event gives us all an opportunity to pause for a moment to recognize and celebrate our faculty, staff and administrators as a community. This year, the Classified Senate is instituting an annual award to recognize a department or group that

- Provides leadership that supports teaching and learning &/or institutional effectiveness
- Demonstrates outstanding effort in supporting a learner-centered environment that puts students first and/or
- Provides consistently excellent service to the College

The recipient will be honored at next week's lunch.

The Classified Senate is also planning a classified staff appreciation event in collaboration with CSEA & SEIU in honor of Classified School Employees Week which is designated by the state legislature for the third week in May. Since this comes at such a busy time of year, we will celebrate it with an event planned for early June.

The Senate is continuing talks with CSEA and SEIU to develop an official classified staff committee appointment process. We plan to have this formalized and in place before governance committee appointments are required for the fall semester. We have about 30 classified staff who are completing governance committee terms at the end of this semester.

The Senate concluded its series of Health and Wellness workshops last month with an outstanding workshop focused on the important role our physical environment and attitudinal dynamics play in making our work life both productive and successful.

And so, as we come to the end of another year that has been packed with challenges and change, the Classified Senate continues to advance and support the professionalism, leadership and vital contributions of the classified staff in continually striving to make College of Marin a great place to learn and work.

Thank you very much.
President's Report  
Board of Trustees Meeting  
June 12, 2007

ESL Professor Sara McKinnon was among several Marin County educators that received a prestigious 2007 Golden Bell Award. McKinnon is actively involved with the students in COM’s Non-Credit Program. She has demonstrated outstanding leadership by sitting on the Institutional Planning Committee and has helped write the Program Review plan for COM’s Educational Master Plan.

COM English and Humanities Professor Ingrid Schreck also received a distinguished 2007 Golden Bell Award. Schreck is a leading proponent of contemporary composition, teaching pedagogy in the English composition curriculum. Her innovative projects have helped many students succeed. She created an online writing center, helped write the COM technology plan, developed online writing classes, and created the Academic Senate web site. In addition, she has served two terms in the Academic Senate and has participated in several district committees.

College of Marin held its 80th Annual Commencement Ceremony on Friday, May 25, at 7 p.m., at the Kentfield Campus Diamond Physical Education Center. Of the approximately 335 students receiving degrees and certificates this year, about 125 students participated in the formal ceremony. The youngest graduate was 17 and the oldest is Joyce La Verne Lloyd of Novato, who is 75.

Study Abroad 2007 succeeds: Study Abroad ’07, a Spanish Immersion course to Buenos Aires, made possible by EEIF monies, is now fully enrolled with thirty students plus two more on the waiting list. Students range from ages 18-75; forty percent of the program’s participants are students within the 18-25 age group, forty percent are students within the 55+ age group, and twenty percent are between the ages of 25-55. All but three of these students have registered for academic credit, as opposed to the non-credit Community Ed option. Roughly forty percent of the enrollees already have college degrees, and sixty percent of the participants desire transfer credit. These demographics are interesting and important because they tell us that two student markets, the transfer student market and the lifelong learning student market, can be simultaneously addressed within the same budget expenditure and can positively impact each other’s educational experience.

There are currently plans to expand this model in summer ’08 by adding a Continuing Education course (three CEUs) in Conversational Spanish for nurses, as an option to the transfer credit. This new option addresses the College’s goals to serve students with career education needs. In addition, the College is also exploring joining the Northern California Study Abroad Consortium to participate in courses in Beijing and Shanghai, China, in summer ’08. COM would contribute a course and an instructor to the consortium’s other courses and instructors. This is an interdisciplinary model offering students from a greater geographical area a broader choice of subjects to study.

What once took weeks to process now only takes hours. With the assistance of Information Technology Services students can now receive an official academic transcript almost immediately. What took weeks to process can now be accomplished within a day or two, and during non-peak periods within hours. Rush transcripts now can be provided on the spot. Congratulations to the IT department and to the Admissions and Records Office staff for providing this enhanced service to students.

Summer session begins June 18.
# COMET Project Status Report

**June 12, 2007**

<table>
<thead>
<tr>
<th>Tasks Planned for the Previous Period</th>
<th>Current Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. AppWorx (Job Scheduler) Installation and Training</td>
<td>1. AppWorx Installation and Training Completed</td>
</tr>
<tr>
<td>2. Web Programming and Development Training (Week of 5/14/07)</td>
<td>2. Web Programming and Development Training Completed</td>
</tr>
<tr>
<td>4. Banner Student Advisory Consulting (Week of 5/21/07)</td>
<td>4. Banner Student Advisory Consulting Completed</td>
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<tr>
<td>5. Banner Finance Data Conversion Support (Week of 5/21/07)</td>
<td>5. Banner Finance Data Conversion Support Completed</td>
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</table>
Tasks Planned for the Next Period

- Luminis Test Installation and ERP Integration (Week of June 4)
- Banner Finance Go-Live Testing (Entire Month of June)
- Banner HR Training for Self-Service (Week of June 4)
- Banner HR Data Mapping (Week of June 11)
- Banner Student Training (Weeks of June 18 and June 25)
Marin Community College District
Measure C Bond Modernization Program

Modernization Director's Report to Board of Trustees
June 2007

Budget Update
- Bond spending plan: $264.5 million ($249.5 m bond, $15 m interest)
- Expended to date: $17.2 million (7% of bond spending plan)
  - Construction $ 2.5 million
  - Assessment $ 4.7 million
  - Planning $10.0 million
- Detailed financial analysis: Paragon report structure under review
- Budget transfers: Two requested this meeting:
  - IT standards
  - Extra site design, IVC

Contract Update – Professional Services
- 2 short form amendments: Vanir and Parsons/3DI, special advisor services
- 2 long form contracts: ED2 (new Science architect) Kate Keating (signage)
- 3 long form amendments: Alfa Tech: geothermal design RHAA: landscape design CSW: topo surveys and design

Schedule Update
- Master schedule: No changes
- Architects’ project schedules: Milestone analysis ongoing
- Phasing / swing space planning: Significant milestones:
  - PE Complex swing space plan complete
  - TransTech swing space identified
  - DSPS relocation plan commenced
- Detailed schedule analysis: Potential delay – Science Complex Other projects on schedule

Planning / Other Topics Update
- Signage standards
- Final Project Proposal (Gateway): Board workshop today
- Sustainability (LEED):
- Project stabilization agreement: Board workshop today (or July)
- Environmental Impact Report: This meeting – approval of recommendation
  - Administrative Draft EIR in review
  - Board presentation – July
Marin Community College District
Measure C Bond Modernization Program

Design Update - Buildings
- PE Complex: DSA submittal – June 15
- Fine Arts Building: Board workshop today
- Performing Arts Building: Board workshop today
- Trans. Technology Complex: Board workshop today
- Main Building Complex: Board workshop today
- Science/Math/CP Complex: Negotiations with ED2 (nearly) complete

Design Update - Infrastructure
- PE photovoltaics: Design ongoing
- West Bridge (KTD): Board workshop today
- KTD, IVC Geothermal Fields: Design ready to start
- Creek Erosion Mitigation (IVC): Design ongoing
- Pomo 4 roof: Design complete, ready to bid
- Boiler replacement: Design ongoing
- Greenhouse relocation to IVC: Design complete, authorization in July

Construction Update
- College Ave. Conduit Crossing: Work complete
- Pomo 4 roof replacement: Project ready to bid

Other modernization topics for future Board meetings (partial list)
- Owner-controlled insurance program
- Contractor prequalification
- Contracts overview
- Photovoltaic financing
<table>
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<tr>
<th>Project</th>
<th>Orig Start</th>
<th>Rem Start</th>
<th>Early Finish</th>
<th>Early Finish</th>
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<td>9/1/08</td>
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<td>+ 308B PE Complex Modernization</td>
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<td>+ 308D PE Complex PV</td>
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<tr>
<td>+ 305B Geothermal Field KTD</td>
<td>1,009</td>
<td>1,009</td>
<td>1,009</td>
<td>1,009</td>
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<tr>
<td>+ 305A New Science-Math-CP Complex</td>
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<td>1,545</td>
<td>1,545</td>
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<tr>
<td>+ 306A Performing Arts Modernization</td>
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<td>+ 321B Larkspur Annex Restroom</td>
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<td>+ 419A Ignacio Creek Erosion Mitigation</td>
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<td>+ 413A Bridges - Pathways IVC</td>
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**Spent to Date:** $17,185,000
BOARD AGENDA ITEM

To:         Board of Trustees                                      Date:    June 12, 2007
From:       Superintendent/President                              Item & File No. C.5.a(4)
Subject:     Office of Civil Rights: Resolution Agreement
Reason for Board Consideration:

STAFF REPORT

Enclosure(s):
Draft Resolution Agreement
Draft Budgets & Transition Plan

BACKGROUND:

In the Spring of 2005, the Department of Education’s Office of Civil Rights (OCR) contacted the College of Marin regarding a Title IX compliance complaint, specifically in the area of gender equity in athletics. After a review of the existing facilities, programs, and student interest surveys, a resolution agreement has been proposed.

The concerns associated with the existing athletic facilities (locker rooms, training rooms, and team rooms) have been remedied through the Diamond Physical Education modernization project.

The Office of Civil Rights is recommending that the District initiate two new intercollegiate sports teams – Co-ed Tennis and Volleyball – to help attract additional female scholar-athletes.

The resolution agreement would have a three-year implementation timeline to facilitate the PE Building modernization project, identification of coaching staff, and conference application processes. There is a fiscal impact associated with adding two additional sport teams (see attached projected budget analysis).

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees review the information. The final Resolution Agreement will be presented to Board of Trustees on July 17, 2007.

Administrator Initiating Item:   Linda Beam, Executive Dean, Human Resources and Labor Relations
***DRAFT***

RESOLUTION AGREEMENT
College of Marin
Case No. 09-05-2092

In order to resolve the issues raised in the above-referenced complaint filed with the U.S. Department of Education, Office for Civil Rights (OCR), the College of Marin (College), without admitting to any violation of law, agrees to take the actions outlined in this Resolution Agreement.

I. PROVISIONS

A. Accommodation of Interests and Abilities

1. Addition of Teams

(a) The College agrees to add women’s volleyball and either co-ed or women’s tennis to its intercollegiate athletics program. The College agrees to provide sufficient resources to ensure that the teams will be able to undertake a full competitive intercollegiate varsity schedule during the 2009-2010 academic year. To this end, the College will provide volleyball and tennis, in a manner comparable to its other intercollegiate varsity teams, with sufficient funds in its budget to cover expenses including, but not limited to, coaching, and equipment and supplies.

(b) During the 2008-2009 academic year, the College will provide transitional funding and increase the College’s non-financial support to the team to allow it to begin preparations for the intercollegiate varsity status.

2. Monitoring of Future Interest

(a) The College agrees to continue to maintain a system that identifies and responds to the athletic interests and abilities of the historically underrepresented sex (females).

B. Quality, Availability and Exclusive use of Locker Room Facility

1. The College agrees to provide a women’s locker room that is comparable to the men’s locker room facility. This locker room will be constructed to include a team room of equal quality to that located in the men’s locker room. The locker room is anticipated to be completed by the end of 2008-2009.

II. REPORTING PROVISIONS

A. Accommodation of Interests and Abilities
1. During the 2008-2009 academic year, the College will report on its progress in hiring coaches for intercollegiate volleyball and tennis, recruitment of prospective female athletes for these teams, and evaluation of resources to ensure that the volleyball and tennis programs will have facilities and equipment comparable to those of other intercollegiate teams.

2. During the 2008-2009 academic year, the College will provide copies of the itemized budget for the volleyball and tennis programs.

3. During the 2009-2010 academic year, the College will provide documentation that the tennis and volleyball teams are participating in Bay Valley Conference, including the team rosters and season schedules.

4. Eight weeks after the start of the spring and fall semesters of the 2008-09 academic year, the College will provide OCR with the results of its survey of fulltime students, conducted when they registered for semesters. This includes the raw data, the analysis, and the recommendations based on the survey results.

B. Quality, Availability and Exclusive use of Locker Room Facility

1. By July 2009, the College will provide documentation, such as photographs and implemented architecture plans, that the locker rooms are complete and comparable.

Frances L. White, President          Date
College of Marin
College of Marin
Athletics Transition Plan

Attached you will find the resolution document issued by the Office of Civil Rights which mandates the addition of women’s tennis and women’s volleyball.

I have listed dates and deadlines for additional coaches’ and the process for inclusion for these sports into the Bay Valley Conferences. The projected cost for each additional sport is also included in this report.

1. **2007-2008**
   - Physical Education Building begins modernization project.

2. **2008-2009**
   - Hire coaches’ in these sports to recruit student-athletes for the 2008-2009 seasons.
   - Prepare for transitional funding to support both sports for 2009-2010.
   - Apply to the Bay Valley Conference for intercollegiate competition in 2008-2009.
   - Physical Education Building modernization anticipated to be completed.

3. **2009-2010**
   - Intercollegiate competition in the Bay Valley Conference for women’s tennis and women’s volleyball.
   - Completion of locker rooms and team rooms.
   - Provide itemized budget for both women’s volleyball and women tennis to OCR.
All costs will vary depending on the number of athletes on each team. The list below is compiled with a list with Minimum, Average, and High student participants. The quality of supplies and materials may also affect the budget. For the anticipated 2009-2010 budget, the “High” number of participants was used for budget calculations, along with allocation for expected cost increases.

**WOMEN’S VOLLEYBALL**

**MEN’S TENNIS**

**WOMEN’S TENNIS**

Minimum: 6 team members  
Average: 8 team members  
High: 12 team members

**APPROXIMATE OPERATING COSTS FOR VOLLEYBALL & MEN/WOMEN’S TENNIS TEAMS**

<table>
<thead>
<tr>
<th></th>
<th>VOLLEYBALL</th>
<th>MEN &amp; WOMEN’S TENNIS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transportation</td>
<td>$4,000</td>
<td>$4,000</td>
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<tr>
<td>Uniforms Equipment</td>
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<td>Officials Fees</td>
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<tr>
<td>Head Coach</td>
<td>$27,000</td>
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<td></td>
<td>(9 teaching units x $3,000)</td>
<td>(9 teaching units x $3,000)</td>
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<tr>
<td>Assistant Coach</td>
<td>$1,250.00</td>
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<td><strong>Total</strong></td>
<td><strong>$39,265</strong></td>
<td><strong>$40,550</strong></td>
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# INVENTORY AND PRICE LIST

## WOMEN’S VOLLEYBALL

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<th>ITEM</th>
<th>Cost in 2007</th>
<th>Number of Participants</th>
<th>Total Estimated Cost - 2007</th>
<th>Anticipated 2009-2010 Cost</th>
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<tr>
<td>Game Jerseys (Home) (Away)</td>
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<td>Min. 6</td>
<td>Min. $120</td>
<td>$450</td>
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<td></td>
<td>Mid $25.00</td>
<td>Ave. 8</td>
<td>Ave. $200</td>
<td></td>
</tr>
<tr>
<td></td>
<td>High $35.00</td>
<td>High 12</td>
<td>Plus $420</td>
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<tr>
<td>Practice Jersey</td>
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<td>Shorts</td>
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<td>6-12</td>
<td>$150-$300</td>
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<td></td>
<td>Mid $75</td>
<td>Ave. 8</td>
<td>Ave. $600</td>
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<td></td>
<td>High $100</td>
<td>High 12</td>
<td>Plus $1200</td>
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<tr>
<td>Bags</td>
<td>$30.00</td>
<td>Min 6</td>
<td>Min. $180</td>
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<td></td>
<td></td>
<td>Ave 8</td>
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<td></td>
<td></td>
<td>High 12</td>
<td>High $360</td>
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<td>Misc. Pads Platform etc.</td>
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Anticipated Cost in 2009-2010 $5,000

## MEN’S TENNIS

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<th>Total Estimated Cost - 2007</th>
<th>Anticipated 2009-2010 Cost</th>
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<tr>
<td>Jersey/Shirt (Home &amp; Away)</td>
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<tr>
<td>Shorts</td>
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<td>Warm-ups</td>
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<td>Misc. Nets</td>
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Anticipated Cost in 2009-2010 $4,000
## WOMEN'S TENNIS

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<td>Skirt/Short</td>
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<td>Warm-ups</td>
<td>$75-$110</td>
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<tr>
<td>Bag</td>
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<td>Balls (Practice)</td>
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<td>Balls (Game)</td>
<td>$108-$120 (6DZ)</td>
<td>12-24DZ</td>
<td>$216-$480</td>
<td>$500</td>
</tr>
<tr>
<td>Misc. Nets</td>
<td>$500</td>
<td></td>
<td>$500</td>
<td>$500</td>
</tr>
</tbody>
</table>

**Anticipated Cost in 2009-2010** $4,300
BOARD AGENDA ITEM

To: Board of Trustees Date: June 12, 2007
From: Superintendent/President Item & File No. C.12.B
Subject: Classified Personnel Recommendations
Reason for Board Consideration: Enclosure(s):
APPROVAL Recommendations

BACKGROUND:

The following actions are included in the Classified Personnel Recommendations:

BUDGET IMPLICATIONS: All recommendations are within budgeted FTE and are on both the instructional and non-instructional side of the 50% law.

V. Ariano, G. Hedemark, K. Gallagher, L. Kiszonas, J. Muilenburg, M. Pasquel & R. Smith are on the instructional side of the 50% law.

D. Nguyen & J. Simon are on the non-instructional side of the 50% law.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the Classified Personnel Recommendations.

Administrator Initiating Item: Linda Beam, Executive Dean of Human Relations & Labor Relations
A. PERMANENT REASSIGNMENT OF CLASSIFIED PERSONNEL

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Position</th>
<th>FTE</th>
<th>MPY</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Nguyen, Dong</td>
<td>From Administrative Assistant –</td>
<td>1.0</td>
<td>12</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Non-Credit ESL</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>To – Administrative Assistant –</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Office of Instructional Management</td>
<td>1.0</td>
<td>12</td>
<td>03/05/2007</td>
</tr>
</tbody>
</table>

BACKGROUND INFORMATION:

1. Permanent transfer in assignment as stated above effective March 5, 2007.
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Position</th>
<th>FTE</th>
<th>MPY</th>
<th>Appt. Type</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Ariano, Vaughan</td>
<td>Instructional Specialist English</td>
<td>.40</td>
<td>8.5</td>
<td>Perm. Temp.</td>
<td>06/18/07 – 07/28/07</td>
</tr>
<tr>
<td>2</td>
<td>Hedemark, Gordon</td>
<td>Instructional Assistant – DSPS</td>
<td>From .72 To .8266</td>
<td>9</td>
<td>Perm. Temp.</td>
<td>06/18/07 – 07/28/07</td>
</tr>
<tr>
<td>3</td>
<td>Gallagher, Kaitlyn</td>
<td>Instructional Specialist English</td>
<td>.47</td>
<td>8.5</td>
<td>Perm. Temp.</td>
<td>06/18/07 – 07/27/07</td>
</tr>
<tr>
<td>4</td>
<td>Muilenburg, Jo</td>
<td>Instructional Specialist English</td>
<td>1.0</td>
<td>8.5</td>
<td>Perm. Temp.</td>
<td>06/18/07 – 07/27/07</td>
</tr>
<tr>
<td>5</td>
<td>Pasquel, Meg</td>
<td>Instructional Specialist English</td>
<td>1.0</td>
<td>8.5</td>
<td>Perm. Temp.</td>
<td>06/18/07 – 07/27/07</td>
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<tr>
<td>6</td>
<td>Smith, Rion</td>
<td>Instructional Specialist English</td>
<td>.37</td>
<td>8.5</td>
<td>Perm. Temp.</td>
<td>06/18/07 – 07/27/07</td>
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</tbody>
</table>

**BACKGROUND INFORMATION:**

1 & 3-6  
Temporary increase in assignment to work during the off-duty period to accommodate Reader support to the English Department during the summer session.

2.  
Temporary increase in assignment to provide tutoring services during the summer session.

June 12, 2007 Board Item
C. RESIGNATION/SEPARATION OF CLASSIFIED PERSONNEL

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Position</th>
<th>FTE</th>
<th>MPY</th>
<th>Type</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Simon, Jake</td>
<td>Financial Aid Assistant</td>
<td>1.0</td>
<td>12</td>
<td>Resignation</td>
<td>COB 07/31/2007</td>
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<td>2.</td>
<td>Kiszonas, Lee</td>
<td>Instructional Specialist – Court Reporting</td>
<td>.43</td>
<td>10.5</td>
<td>Resignation</td>
<td>COB 07/27/2007</td>
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</table>

BACKGROUND INFORMATION:

1. Mr. Simon has submitted his letter of resignation effective close of business July 31, 2007.
### BOARD AGENDA ITEM

<table>
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<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
<th>June 12, 2007</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No.</td>
<td>C.12.C</td>
</tr>
<tr>
<td>Subject:</td>
<td>Educational Management Personnel Recommendations</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td></td>
<td>Enclosure(s):</td>
<td></td>
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**APPROVAL**

**Recommendations**

---

**BACKGROUND:**

The following actions are included in the Educational Management Personnel Recommendations:

- A. Appointment and/or Change of Educational Management Personnel
- B. Resignation/Retirement of Educational Management Personnel

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**BUDGET IMPLICATIONS:**

All recommendations are within budgeted FTE and are on the instructional side of the 50% law.

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**RECOMMENDATION:**

The Superintendent/President recommends that the Board of Trustees approve the Educational Management Personnel Recommendations.

---

Administrator Initiating Item: Linda Beam, Executive Dean of Human Resources and Labor Relations.
A. APPOINTMENT AND/OR CHANGE OF EDUCATIONAL MANAGEMENT PERSONNEL

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Title</th>
<th>FTE</th>
<th>Appt. Type</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>James C. Arnold</td>
<td>Dean of Math and Sciences</td>
<td>1.00</td>
<td>Permanent</td>
<td>July 23, 2007</td>
</tr>
</tbody>
</table>

BACKGROUND INFORMATION

1. Dr. James Arnold has been appointed Dean of Math and Sciences effective July 23, 2007.
B. RESIGNATION/RETIREMENT OF EDUCATIONAL MANAGEMENT PERSONNEL

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Title/Discipline</th>
<th>FTE</th>
<th>Appt. Type</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Brovelli, James M.</td>
<td>Director of Physical Education and Athletics</td>
<td>1.0</td>
<td>Permanent</td>
<td>7/1/07</td>
</tr>
</tbody>
</table>

BACKGROUND INFORMATION:

1. Mr. James M. Brovelli has submitted his resignation for retirement purposes, effective, July 1, 2007.
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date: June 12, 2007</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. C.12.D</td>
</tr>
<tr>
<td>Subject:</td>
<td>Academic Personnel Recommendations</td>
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<td>Reason for Board Consideration:</td>
<td>Enclosure(s):</td>
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<td></td>
<td>APPROVAL</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Recommendations</td>
<td></td>
</tr>
</tbody>
</table>

BACKGROUND:

The following actions are included in the Academic Personnel Recommendations:

A. Resignation/Retirement of Academic Personnel
B. Phased-In- Early Retirement

BUDGET IMPLICATIONS: All recommendations are within budgeted FTE and are on the instructional side of the 50% law.

RECOMMENDATION:

The Superintendent/ President recommends that the Board of Trustees approve the Academic Personnel Recommendations.

Administrator Initiating Item: Linda Beam, Executive Dean of Human Resources and Labor Relations
A. RESIGNATION/RETIREMENT OF ACADEMIC PERSONNEL

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Title/Discipline</th>
<th>FTE</th>
<th>Appt. Type</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Monteith, Anthony</td>
<td>Instructor, Mathematics</td>
<td>1.0</td>
<td>Permanent</td>
<td>7/1/07</td>
</tr>
</tbody>
</table>

BACKGROUND INFORMATION:

1. Mr. Anthony Monteith has submitted his resignation for retirement purposes.
B. PHASED-IN EARLY RETIREMENT OF ACADEMIC PERSONNEL

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Title</th>
<th>FTE</th>
<th>Appt. Type</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Freschi, Kathryn</td>
<td>Instructor, Modern Languages</td>
<td>.73</td>
<td>Permanent</td>
<td>7/1/07</td>
</tr>
</tbody>
</table>

**BACKGROUND INFORMATION:**

1. Ms. Kathryn Freschi has requested a reduced workload for Phased-In Early Retirement beginning Fall Semester 2007.
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date: June 12, 2007</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. C.12.E</td>
</tr>
<tr>
<td>Subject:</td>
<td>Short-Term Hourly Positions</td>
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</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>APPROVAL</td>
<td></td>
</tr>
</tbody>
</table>

Enclosure(s): Job Descriptions

BACKGROUND

Pursuant to A.B. 500 a Short-Term hourly employee cannot begin working until the Board has taken action at a regularly scheduled meeting to approve these positions. The attached job descriptions are submitted for approval:

Short-Term Hourly Positions.

BUDGET IMPLICATIONS: All recommendations are within budget and are on the non-instructional and instructional side of the 50% law.

Lab Tech and Lab Tech (EEIF) in Environmental Landscape and Design, Network/PC/Telephone Technician in Information Technology, and Dance Accompanist in Dance are on the non-instructional side of the 50% law.

Dept. Aide III in Community Education and Services is on the instructional side of the 50% law.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the Short-Term Hourly Positions.

Administrator Initiating Item: Linda Beam, Executive Dean of Human Resources & Labor Relations
<table>
<thead>
<tr>
<th>DEPT.</th>
<th>JOB TITLE</th>
<th>NUMBER OF POSITONS</th>
<th>START DATE</th>
<th>END DATE</th>
<th>HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Education and Services</td>
<td>Dept. Aide III – Will work for Ceramics Lab and will be responsible for general state of the lab and inventory of supplies and equipment, coordinating between credit and fee-based classes. (CES is charging a materials fee on classes to cover this cost.)</td>
<td>1</td>
<td>06/30/2007</td>
<td>07/28/2007</td>
<td>$9.25 hour</td>
</tr>
<tr>
<td></td>
<td>Dept. Aide III – Will work for Jewelry Lab and will be responsible for general state of the lab and inventory of supplies and equipment, coordinating between credit and fee-based classes. (CES is charging a materials fee on classes to cover this cost.)</td>
<td>1</td>
<td>06/19/2007</td>
<td>07/25/2007</td>
<td>$9.25 hour</td>
</tr>
<tr>
<td>Environmental Landscape and Design (ELND)</td>
<td>Lab Tech – Care of plants, watering, maintenance for ELND program, greenhouse, lathehouse, gardens, orchards and facilities related to program.</td>
<td>1</td>
<td>07/01/2007</td>
<td>12/30/2007</td>
<td>$14.14 hour</td>
</tr>
<tr>
<td>Information Technology</td>
<td><strong>Network/PC/Telephone Technician</strong> — To assist Classified staff in installing the approximately 250 new computers we have coming in under the instructional and non-instructional technology equipment programs.</td>
<td>1</td>
<td>06/13/2007</td>
<td>01/13/2008</td>
<td>$26.91 hour</td>
</tr>
<tr>
<td>------------------------</td>
<td>-------------------------------------------------------------------------------------------------</td>
<td>---</td>
<td>------------</td>
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<td>-------------</td>
</tr>
<tr>
<td><em>Performing Arts Dance</em></td>
<td><strong>Dance Accompanist</strong> — Accompanist for Musical Theater Dance Cabaret.</td>
<td>1</td>
<td>05/01/2007</td>
<td>05/14/2007</td>
<td>$11.25 hour</td>
</tr>
</tbody>
</table>

**BACKGROUND:**

Pursuant to A.B. 500 a Short-Term hourly employee cannot begin working until the Board has taken action at a regularly scheduled meeting to approve these positions. The above job descriptions are submitted for approval.

*Human Resources did not receive necessary paperwork from the department until after the individual’s worked. These hourly employees need to be paid for work that has already been completed.*
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees Date: June 12, 2007
From: Superintendent/President Item & File No. C.12.F
Subject: Budget Transfers – Month of May – FY 2006/07
Reason for Board Consideration: APPROVAL

Enclosure(s):

BACKGROUND:

The accompanying transfer information includes eighty-six budget transfers in May, totaling $158,861.31 from Unrestricted Funds. There were three transfers from Unrestricted Reserve for $2,790.00, two of which totaled $1,660.00, for a new kiln and art table, and one for $1,130.00 for a training seminar on Apple Pro for instructors.

There were nineteen transfers from Restricted Funds for $70,126.58. There were twelve additional transfers from Restricted Reserves Contingency, totaling $19,678.00, for a Cal Works budget adjustment from the Chancellor’s Office, revision for Foster and Kinship Care Education.

There were three budget transfers from the Childcare Fund for supplies.

There was one transfer from the Measure C Fund, totaling $7,750.00, for preparation of Banner training manuals, pilot training and end-user workshops April through August 2007.

<table>
<thead>
<tr>
<th>Object Code</th>
<th>General Fund</th>
<th>Child Care</th>
<th>Capital Outlay</th>
<th>Measure C Bond</th>
<th>Foundation Trust Fund</th>
</tr>
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<tbody>
<tr>
<td>1000 (Certified Salary)</td>
<td>5,555</td>
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<tr>
<td>2000 (Classified Salary)</td>
<td>(82,726)</td>
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<tr>
<td>3000 (Employee Benefits)</td>
<td>(2,652)</td>
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<tr>
<td>4000 (Supplies/Eqpt. Repl.)</td>
<td>57,844</td>
<td>880</td>
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<tr>
<td>5000 (Other Operating Exp.)*</td>
<td>49,832</td>
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<td>7,750</td>
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<tr>
<td>6000 (Capital Outlay)</td>
<td>(8,175)</td>
<td>(70)</td>
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<td>(7,750)</td>
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<tr>
<td>7000 (Other Outgo)**</td>
<td>(19,878)</td>
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<tr>
<td>8000 (Income)</td>
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<td>9000 (General Ledger)</td>
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</table>

* Includes utilities, consultants, travel, legal services, maintenance contracts etc.
** Includes contingency reserves, financial aid awards, and inter-fund transfers.

RECOMMENDATION:
The Superintendent/President recommends that the Board of Trustees approve the Budget Transfers – FY 2006/07.

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
<table>
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<tr>
<th>UNRESTRICTED</th>
<th>BT #</th>
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<th>20000</th>
<th>30000</th>
<th>40000</th>
<th>50000</th>
<th>60000</th>
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**RESTRICTED FUND**

- **1625**: 14,000 (14,000) 0 14,000
- **1648**: (541) 541 0 541
- **1665**: (2,500) 2,500 0 2,500
- **1729**: (100) 100 0 100
- **1749**: 70 (70) 0 70
- **1774**: (430) 430 0 430
- **1780**: 0
- **1805**: 8,550 (8,550) 0 8,550
- **1813**: 2,500 (2,500) 0 2,500
- **1834**: (393) 393 0 393
- **1861**: (577) 677 0 677
- **1882**: (500) 500 0 500
- **1893**: (1,329) 1,329 0 1,329
- **1890**: (405) 405 0 405
- **1890**: 1,000 (1,000) 0 1,000
- **1891**: 1,700 (1,700) 0 1,700
- **1915**: 5,500 (5,500) 0 5,500
- **1919**: 3,900 (3,900) 0 3,900
- **1923**: 400 (400) 0 400
- **1942**: 120 (120) 0 120
- **1948**: 4,500 (4,500) 0 4,500
- **1949**: 4,195 9,346 4,442 (18,183) 0 18,183
- **1952**: (7,000) 7,900 0 7,900
- **1953**: (903) 803 0 803
- **1954**: 3,000 (3,000) 0 3,000
- **1956**: (4,040) 4,040 0 4,040
- **1957**: (1,883) 1,883 0 1,883
- **1958**: (800) 800 0 800
- **1959**: 581 (581) 0 581
- **1951**: (2,000) 2,000 0 2,000
- **1962**: (1,500) 1,500 0 1,500

**TOTAL GENERAL FUND**

- 5,555.00 (82,726.05) (2,652.00) 57,843.69 49,832.12 (8,174.76) (19,678.00) - 113,230.81 245,075.89

**Children's Center**

- **1782**: 490.00 (490.00) 0 490
- **1783**: 320.00 (320.00) 0 320
- **1855**: 70.00 (70.00) 0 70

**Measure C**

- **1699**: 7,750.00 (7,750.00) 0 7,750

**TOTAL ALL FUND**

- 5,555 (82,726) (2,652) 59,644 63,712 (23,815) (19,678) 0 128,670.81 89,604.58
Budget Inter-project transfers were funds remained within the same object code and transfers offset to zero, not included in totals.

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Total Measure C Building transfers were funds remained within same object code.
MARIAN COMMUNITY COLLEGE DISTRICT
Kentfield, CA  94904

BOARD AGENDA ITEM

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<tr>
<td>Date:</td>
<td>June 12, 2007</td>
</tr>
<tr>
<td>Item &amp; File No.</td>
<td>C.12.G</td>
</tr>
</tbody>
</table>

Subject: Warrant Approval for Month of May 2007

Reason for Board Consideration: Warrant Listing

## BACKGROUND:

Attached is the amount of warrants prepared for purchase orders already issued, purchase orders previously approved for purchases over $15,000 for labor or $50,000 for materials and supplies and direct charges. Warrant registers are available in Fiscal Services for review.

For the period **05/01/2007 through 05/29/2007**, warrants **67327-67980** were issued in the total amount of **$2,616,304.99**.

## RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the payments for goods and services.

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Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
DATE:  June 12, 2007

TO:  Members of the Board of Trustees

SUBJECT:  Payment for Goods and/or Services
Per Board Bylaw 1.5310, Section b-7, it is recommended that warrants 67327-67980 in the amount of $2,616,304.99. for all funds for the period 05/01/2007 through 05/29/2007 be approved for payment. Copies of invoices for individual warrants are available for review in the Fiscal Services Office. I certify that the warrants listed are proper payments of invoices for previously approved purchase orders, agreements, contracts, utilities, materials, services and claims. The General Fund expenditures represent $1,146,377.18 of the above amount.

President or Designee

<table>
<thead>
<tr>
<th>Category</th>
<th>Budget</th>
<th>Encumbered</th>
<th>Expended</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certificated Salaries</td>
<td>19,979,692</td>
<td>18,385,370</td>
<td>1,594,322</td>
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</tr>
<tr>
<td>Classified Salaries</td>
<td>10,784,225</td>
<td>6,530</td>
<td>9,353,962</td>
<td>1,423,733</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>9,614,211</td>
<td>0</td>
<td>8,544,804</td>
<td>1,069,406</td>
</tr>
<tr>
<td>Books &amp; Supplies</td>
<td>1,421,612</td>
<td>142,337</td>
<td>698,810</td>
<td>580,465</td>
</tr>
<tr>
<td>Other Operating Expense*</td>
<td>5,348,629</td>
<td>420,174</td>
<td>3,870,862</td>
<td>1,057,593</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>1,750,399</td>
<td>244,117</td>
<td>645,551</td>
<td>860,731</td>
</tr>
<tr>
<td>Other Outgo**</td>
<td>3,691,739</td>
<td>2,000</td>
<td>3,345,269</td>
<td>344,470</td>
</tr>
<tr>
<td>Total</td>
<td>52,590,507</td>
<td>815,158</td>
<td>44,844,628</td>
<td>6,930,721</td>
</tr>
</tbody>
</table>

* Includes utilities, consultants, travel, legal services, maintenance contracts, etc.

** Includes financial aid awards and inter-fund transfers.
## WARRANT REPORT WORKSHEET

**06/12/2007**

<table>
<thead>
<tr>
<th>Run Date</th>
<th>Warrant #</th>
<th>Amount (all funds)</th>
<th>Special Fund</th>
<th>General Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/01/2007</td>
<td>67327-67455</td>
<td>453,331.65</td>
<td>254,718.74</td>
<td>208,612.91</td>
</tr>
<tr>
<td>05/08/2007</td>
<td>67456-67575</td>
<td>462,259.35</td>
<td>328,877.94</td>
<td>133,381.41</td>
</tr>
<tr>
<td>05/15/2007</td>
<td>67576-67683</td>
<td>353,904.37</td>
<td>237,375.76</td>
<td>116,528.61</td>
</tr>
<tr>
<td>05/22/2007</td>
<td>67684-67860</td>
<td>1,037,324.52</td>
<td>439,143.56</td>
<td>598,180.96</td>
</tr>
<tr>
<td>05/29/2007</td>
<td>67861-67960</td>
<td>299,485.10</td>
<td>209,611.81</td>
<td>89,673.29</td>
</tr>
</tbody>
</table>

2,616,304.99  1,469,927.81  1,146,377.18  1,146,377.18

---

<table>
<thead>
<tr>
<th>Fund Description</th>
<th>Warrant</th>
<th>Amount</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td>65010</td>
<td>771</td>
<td>11/11/12</td>
</tr>
<tr>
<td>Child Care Fd</td>
<td>65120</td>
<td>775</td>
<td>33</td>
</tr>
<tr>
<td>Bond Proceeds</td>
<td>65211</td>
<td>77z</td>
<td>49</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>65401</td>
<td>776</td>
<td>41</td>
</tr>
<tr>
<td>Bond I &amp; R</td>
<td>65510</td>
<td>BSM</td>
<td>22</td>
</tr>
<tr>
<td>Lease Rev</td>
<td>65560</td>
<td>81Y</td>
<td>21</td>
</tr>
<tr>
<td>Self-Insurance</td>
<td>65671</td>
<td>777</td>
<td>61</td>
</tr>
<tr>
<td>Foundation Trt</td>
<td>65731</td>
<td>774</td>
<td>76</td>
</tr>
</tbody>
</table>

131948.6  83884.8  215833.6
BACKGROUND:

In accordance with Board Policy 6.0008, the District will submit to the Board a list of equipment to declare surplus. The items listed on the attachment(s) have been determined to have no further value to the District. Some of the items have been replaced and are no longer used. Some items are simply old and repair and/or maintenance is not cost effective. Items that have no value will be disposed of. The District may be able to sell some of the equipment. Some equipment will used for parts. No one item or item lot is valued at $5,000 or more.

In accordance with Board Policy and Education Code Section 81452(a), a unanimous vote is required declaring the value of any one item or item lot to be less than $5,000. Upon a unanimous vote, the items may then be disposed of pursuant to the provisions of Education Code Section 81452(c).

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees vote to declare the items described on the attachment(s) surplus and that no single item or item lot is valued at $5,000 or more and further authorize the District to dispose of the equipment, pursuant to Education Code Section 81452(c), as the District sees fit.
<table>
<thead>
<tr>
<th>Quan.</th>
<th>Campus Location</th>
<th>Detailed Description</th>
<th>Inventory #</th>
<th>Age</th>
<th>Condition</th>
<th>Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>KTD SS258</td>
<td>Toshiba Copier, Model E-Studio 45</td>
<td>CTE 116114</td>
<td>5+</td>
<td>Breaks frequently/Costly</td>
<td>Donate/Dispose</td>
</tr>
<tr>
<td>1</td>
<td>KTD SS 259</td>
<td>HP 4500 Color Printer</td>
<td>990605/001382</td>
<td>9+</td>
<td>Broken/not worth repair</td>
<td>Junk</td>
</tr>
<tr>
<td>1</td>
<td>KTD HC</td>
<td>MAC Computer Model 7200/1200</td>
<td>Unk.</td>
<td></td>
<td>Obsolete</td>
<td>Junk</td>
</tr>
<tr>
<td>1</td>
<td>KTD HC</td>
<td>HP Printer</td>
<td>P04031</td>
<td>Unk.</td>
<td>Obsolete</td>
<td>Junk</td>
</tr>
<tr>
<td>2</td>
<td>KTD HC</td>
<td>Brother Fax Machines MFC4450</td>
<td>1181</td>
<td>Unk.</td>
<td>Obsolete</td>
<td>Junk</td>
</tr>
<tr>
<td>1</td>
<td>KTD FA 103</td>
<td>Visual Sensations Computer</td>
<td>10309</td>
<td>Unk.</td>
<td>Doesn't Work</td>
<td>Junk</td>
</tr>
<tr>
<td>1</td>
<td>KTD FA 103</td>
<td>KDS Monitor</td>
<td>10309</td>
<td>Unk.</td>
<td>Doesn't Work</td>
<td>Junk</td>
</tr>
</tbody>
</table>

Misc Computer Equipment - See Attachment
<table>
<thead>
<tr>
<th>COMPUTER OR EQUIPMENT SYSTEM ID NUMBER</th>
<th>Manager's Priority</th>
<th>Person the equipment belongs to or is needing new equipment</th>
<th>Location</th>
<th>FT or PT</th>
<th>Justification</th>
<th>Surplus/Dispose</th>
</tr>
</thead>
<tbody>
<tr>
<td>040904</td>
<td>1</td>
<td>Doris Tucker</td>
<td>AS 100</td>
<td>FT</td>
<td></td>
<td>Surplus</td>
</tr>
<tr>
<td>040633</td>
<td>1</td>
<td>Linda Terry</td>
<td>AS 100</td>
<td>FT</td>
<td></td>
<td>Surplus</td>
</tr>
<tr>
<td>041004</td>
<td>1</td>
<td>Al Harrison</td>
<td>AS 100</td>
<td>FT</td>
<td></td>
<td>Surplus</td>
</tr>
<tr>
<td>040804</td>
<td>1</td>
<td>Marilou Fragata</td>
<td>AS 100</td>
<td>FT</td>
<td></td>
<td>Surplus</td>
</tr>
<tr>
<td>040603</td>
<td>1</td>
<td>Francisco Avilas</td>
<td>AS 100</td>
<td>FT</td>
<td></td>
<td>Surplus</td>
</tr>
<tr>
<td>021007</td>
<td>1</td>
<td>David Erhleheim</td>
<td>AS 100</td>
<td>FT</td>
<td></td>
<td>Surplus</td>
</tr>
<tr>
<td>041009</td>
<td>1</td>
<td>Yulian Ligioso</td>
<td>AS 100</td>
<td>FT</td>
<td></td>
<td>Surplus</td>
</tr>
<tr>
<td>030407</td>
<td>1</td>
<td>Peggy Isozaki</td>
<td>AS 100</td>
<td>FT</td>
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<td>Surplus</td>
</tr>
<tr>
<td>040906</td>
<td>1</td>
<td>Natalie Barzagar</td>
<td>AS 100</td>
<td>FT</td>
<td></td>
<td>Surplus</td>
</tr>
<tr>
<td>060405</td>
<td>1</td>
<td>Theo Sedie</td>
<td>AS 100</td>
<td>FT</td>
<td></td>
<td>Surplus</td>
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<tr>
<td>030408</td>
<td>1</td>
<td>Bond Accountant</td>
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<td>FT</td>
<td></td>
<td>Surplus</td>
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<tr>
<td>060404</td>
<td>1</td>
<td>Ragini Pandya</td>
<td>AS 100</td>
<td>FT</td>
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<td>Surplus</td>
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<tr>
<td>??????</td>
<td>1</td>
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<td>AS 100</td>
<td>FT</td>
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<td>Surplus</td>
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<tr>
<td>015373</td>
<td>1</td>
<td>Natalie Barzagar</td>
<td>AS110</td>
<td>FT</td>
<td>Very old unit, very slow in Banner TRNG/TEST</td>
<td>Dispose of</td>
</tr>
<tr>
<td>012775</td>
<td>1</td>
<td>Ransom - An ATC</td>
<td>BC 102</td>
<td>NA</td>
<td>VISTA and Office 2007 required for Fall 2007</td>
<td>Dispose of</td>
</tr>
<tr>
<td>020331</td>
<td>1</td>
<td>Ransom - An ATC</td>
<td>BC 105</td>
<td>NA</td>
<td>VISTA and Office 2007 required for Fall 2007</td>
<td>Dispose of</td>
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<tr>
<td>020349</td>
<td>1</td>
<td>T. Burke</td>
<td>CY 106</td>
<td>FT</td>
<td>Stand alone unit for Irrigation System Monitor/schedule</td>
<td>Surplus</td>
</tr>
<tr>
<td>050202</td>
<td>1</td>
<td>F Agudelo-Silva</td>
<td>DL 13</td>
<td>FT</td>
<td>Need more memory to run programs.</td>
<td>Surplus</td>
</tr>
<tr>
<td>000808</td>
<td>1</td>
<td>Emily Lazarre</td>
<td>FA 111</td>
<td>FT</td>
<td>Computer is old and works very slowly.</td>
<td>Dispose of</td>
</tr>
<tr>
<td>001772</td>
<td>1</td>
<td>Robin Jackson</td>
<td>FA 131</td>
<td>FT</td>
<td>Need Photo Shop Elements for photo processing.</td>
<td>Dispose of</td>
</tr>
<tr>
<td>Employee ID</td>
<td>Status</td>
<td>First Name</td>
<td>Last Name</td>
<td>Title</td>
<td>Hours</td>
<td>Work Location</td>
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<tr>
<td>-------------</td>
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<td>-----------</td>
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</tr>
<tr>
<td>001118</td>
<td>FT</td>
<td>Grace</td>
<td>Hom</td>
<td>HC 156</td>
<td>FT</td>
<td></td>
</tr>
<tr>
<td>???????</td>
<td>PT</td>
<td>RN Faculty</td>
<td></td>
<td>HC 163</td>
<td>PT</td>
<td></td>
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<tr>
<td>990706</td>
<td>FT</td>
<td>Brian</td>
<td>Wilson</td>
<td>HC 224</td>
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<tr>
<td>020105</td>
<td>FT</td>
<td>Alicia</td>
<td>Pasquel</td>
<td>HC-124</td>
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<tr>
<td>010637</td>
<td>FT</td>
<td>Ron</td>
<td>Gaiz</td>
<td>HC-165</td>
<td>FT</td>
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<tr>
<td>020342</td>
<td>FT</td>
<td>Ron</td>
<td>Gaiz</td>
<td>HC-171</td>
<td>FT</td>
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<tr>
<td>001002</td>
<td>FT</td>
<td>Front</td>
<td>Counter</td>
<td>IVC A &amp; R</td>
<td>FT</td>
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<td>001004</td>
<td>FT</td>
<td>Front</td>
<td>Counter</td>
<td>IVC A &amp; R</td>
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<tr>
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<td>Switchboard</td>
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<td>IVC A &amp; R</td>
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<tr>
<td>001107</td>
<td>FT</td>
<td>Thelma</td>
<td>Kidd</td>
<td>IVC A &amp; R</td>
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<tr>
<td>001105</td>
<td>FT</td>
<td>Sharon</td>
<td>Schilling</td>
<td>IVC A &amp; R</td>
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<tr>
<td>001103</td>
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<td>Leslie</td>
<td>Sarfert</td>
<td>IVC A &amp; R</td>
<td>FT</td>
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<td>???????</td>
<td>FT</td>
<td>Paulette</td>
<td>Foster</td>
<td>IVC A &amp; R</td>
<td>FT</td>
<td></td>
</tr>
<tr>
<td>???????</td>
<td>FT</td>
<td>Lager,</td>
<td>Warren</td>
<td>IVC/Pool</td>
<td>FT</td>
<td></td>
</tr>
<tr>
<td>020351</td>
<td>FT</td>
<td>Kathleen</td>
<td>Kirkpatrick</td>
<td>LC 115</td>
<td>FT</td>
<td></td>
</tr>
<tr>
<td>010501</td>
<td>NA</td>
<td>Mike</td>
<td>Ransom</td>
<td>LC 22</td>
<td>NA</td>
<td></td>
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<tr>
<td>000861</td>
<td>FT</td>
<td>Victoria</td>
<td>Vieira</td>
<td>LC121</td>
<td>FT</td>
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</tr>
<tr>
<td>000824</td>
<td>FT</td>
<td>Michael</td>
<td>Dougan</td>
<td>LC-36</td>
<td>FT</td>
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<tr>
<td>N/A</td>
<td>FT</td>
<td>Jon</td>
<td>Gudmundsson</td>
<td>LC82</td>
<td>FT</td>
<td></td>
</tr>
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</table>

Surplus
<table>
<thead>
<tr>
<th>ID</th>
<th>Name</th>
<th>Location</th>
<th>Type</th>
<th>Reason</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>000823</td>
<td>Scotti d Clair</td>
<td>LRC 127</td>
<td>FT</td>
<td>Computer is old &amp; takes many attempts to turn on. Shuts itself off from time to time.</td>
<td>Dispose of</td>
</tr>
<tr>
<td>030801</td>
<td>Annie Ricciuti</td>
<td>LRC 70</td>
<td>FT</td>
<td>New computer to replace current, large monitor, highest end, 2 g's RAM, CD/DVD burner</td>
<td>Surplus</td>
</tr>
<tr>
<td>??????</td>
<td>MaryGale Beyer</td>
<td>OR 124</td>
<td>FT</td>
<td>Mac Laptop to allow for multiple work sites.</td>
<td>Surplus</td>
</tr>
<tr>
<td>000307</td>
<td>John Hinds</td>
<td>OL 131 (IVC)</td>
<td>FT</td>
<td>Seven year old machine. VISTA and Office 2007 required for Fall 2007</td>
<td>Dispose of</td>
</tr>
<tr>
<td>000665</td>
<td>Tom Holub</td>
<td>OL 161</td>
<td>FT</td>
<td>No storage for documents. Runs very slowly.</td>
<td>Dispose of</td>
</tr>
<tr>
<td>000810</td>
<td>Brovelli, Jim</td>
<td>PE 11</td>
<td>FT</td>
<td>Old Computer</td>
<td>Dispose of</td>
</tr>
<tr>
<td>000809</td>
<td>Adams, George</td>
<td>PE 12</td>
<td>FT</td>
<td>Computer at least 15 years old</td>
<td>Dispose of</td>
</tr>
<tr>
<td>??????</td>
<td>Purcell, Shawn</td>
<td>PE 13</td>
<td>PT</td>
<td>Does not have a computer</td>
<td>Surplus</td>
</tr>
<tr>
<td>990710</td>
<td>Coffey, Nelson, Sosa</td>
<td>PE 53</td>
<td>PT</td>
<td>Computer at least 15 years old</td>
<td>Dispose of</td>
</tr>
<tr>
<td>000898</td>
<td>Berringer, Bierly</td>
<td>PE 54</td>
<td>PT</td>
<td>Computer at least 15 years old</td>
<td>Dispose of</td>
</tr>
<tr>
<td>030406</td>
<td>Arthur Lutz</td>
<td>PM 161</td>
<td>FT</td>
<td>Computer is getting older. Need access to both MAC and PC systems at both campuses. Has difficulty w/ updates of service packs.</td>
<td>Surplus</td>
</tr>
<tr>
<td>000908</td>
<td>Derek Wilson</td>
<td>PM 196</td>
<td>FT</td>
<td>Old Computer</td>
<td>Dispose of</td>
</tr>
<tr>
<td>000880</td>
<td>George Hritz</td>
<td>PM 201</td>
<td>FT</td>
<td>Computer is old and very slow.</td>
<td>Dispose of</td>
</tr>
<tr>
<td>030101</td>
<td>George Hritz</td>
<td>PM 201</td>
<td>FT</td>
<td>Laptop has faulty power supply.</td>
<td>Schorske</td>
</tr>
<tr>
<td>010312</td>
<td>Ron Palmer</td>
<td>PM-107</td>
<td>FT</td>
<td>Laptop overheats and shuts down.</td>
<td>Dispose of</td>
</tr>
<tr>
<td>990201</td>
<td>PT Med Asst faculty</td>
<td>POMO 262</td>
<td>PT</td>
<td>Extremely slow/outdated, does not support software programs. Unpredictable.</td>
<td>Dispose of</td>
</tr>
<tr>
<td>040301</td>
<td>Melody Creel</td>
<td>SS231</td>
<td>FT</td>
<td>Cannot run software needed to perform job duties.</td>
<td>Surplus</td>
</tr>
<tr>
<td>A030101</td>
<td>Melody Creel</td>
<td>SS232</td>
<td>FT</td>
<td>Needs larger monitor to do job.</td>
<td>Surplus</td>
</tr>
<tr>
<td>001007</td>
<td>Station 1</td>
<td>SS253</td>
<td>FT</td>
<td>Comm Ed Reg</td>
<td>Dispose of</td>
</tr>
<tr>
<td>010702</td>
<td>Station 2</td>
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<td>FT</td>
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Board Item June 12, 2007
BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Subject: New Community Education Courses Summer 2007
Reason for Board Consideration: Approval

Date: June 12, 2007
Item & File No. C.12.1
Enclosure(s):

BACKGROUND:

Community Education and Services will offer the following new courses starting Summer Quarter 2007. These courses are designed to meet the needs and engage the interest of a diverse population.

1. Qualified Water Efficient Landscaper Intensive
2. Careers in Construction

Community Education rotates new courses with previous offerings and also replaces outdated classes. This allows the program to address market need and demand while staying within a fixed expenditure limit. All courses have gone through the curriculum committee approval process.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the Community Education and Services courses listed above.
**BACKGROUND:**

The District requires continuing legal services to support the District’s Measure C Bond Program. In July 2005 the District approved a one year short form contract with Miller Brown & Dannis to provide such services. A second short form contract was approved by the District in June 2006 for an amount not to exceed $75,000. This one year agreement will expire on June 30, 2007. A renewal contract for Fiscal Year 2007-2008 is presented herein for approval.

The firm is responsible for performing legal reviews and recommendations on all matters related to the Measure C Bond Program. Examples of these services include, but are not limited to, review of contracts and bid documents and compliance with state and federal laws for California community colleges.

**FISCAL IMPACT:**

This one year agreement will not exceed $75,000. These services will be paid from Measure C Bond funds designated for consultant costs.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board of Trustees approve a renewal contract with Miller Brown & Dannis in an amount not to exceed $75,000 for the fiscal year July 1, 2007 through June 30, 2008 for legal services related to the Measure C bond program.
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 02/12/07 Consultant: Miller Brown Darius

Project(s) (name and number): District Legal Consultant - Contract

Type of contract (check all that apply):

- [ ] Full service (architecture)
- [x] Short form
- [ ] Task contract (specialty consultant)
- [ ] Long form

Original [ ] or Amendment #

Amount of this contract/amendment: $75,000 (not to exceed)

Total amount of contract to date including this amendment $75,000

Documents to be included in Board packet (check and initial):

- [x] Full agreement
- [ ] Changes to agreement
- [ ] Appendix A
- [ ] Changes to Appendix A
- [ ] Appendix B
- [ ] Changes to Appendix B
- [ ] Appendix C
- [ ] Changes to Appendix C
- [ ] Appendix D
- [ ] Changes to Appendix D
- [ ] Appendix E
- [ ] Changes to Appendix E
- [ ] Other backup materials?

Legal review required? [x] Yes [ ] No If yes, counsel’s initials: 

If not, why not? **Non Contract**

Agenda cover page prepared by: GB Reviewed by: 

Submittal sign-off:
Program Manager: 
Director: 

Amendment Checklist 6/1/2007 1
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Amendments  
Reviewed by: 

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Agenda cover page  
Reviewed by: Vice President Al Harrison

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<td>☐ Is the type of contract clearly defined?</td>
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<td>Basic Add'l</td>
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<td>☐ Is the reason for the amendment clearly stated?</td>
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<td>☐ Do the amendment amounts match the amended Appendix B?</td>
<td>Yes No</td>
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<tr>
<td>☐ Are the project title and number included and correct?</td>
<td>Yes No</td>
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</table>
May 23, 2007

VIA MAIL
Elizabeth Tucker
Senior Project Field Administrator
Swinerton Management and Consulting, Inc.
College of Marin
P.O. Box 144003
Kentfield, CA 94914

Re: College of Marin - Agreement for Professional Services (2007-2008)

Dear Ms. Tucker:

Per our conversation this date, enclosed please find 2 originals of the Agreement for Professional Services between the College of Marin and Miller Brown & Dannis for signature and return.

Once the signature is obtained, kindly return one original to this office, keeping one original for your files.

Very truly yours,

MILLER BROWN & DANNIS

[Signature]
Kimberley Trent
Legal Assistant to Mark Kelley

Enclosures
AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 1st day of July, 2007, by and between the College of Marin, hereinafter referred to as College, and Miller Brown & Dannis, a professional corporation, hereinafter referred to as Attorney.

In consideration of the promises and the mutual agreements hereinafter contained, College and Attorney agree as follows:

College appoints Attorney to represent, advise and counsel it from July 1, 2007 through and including June 30, 2008.

Attorney agrees to provide, upon request, legal advice relating to any and all aspects of the College's educational, labor, and business concerns. Attorney further agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal or labor issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

College shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, perform the obligations it has agreed to perform under this Agreement and pay Attorney bills in a timely manner.

Absent prior approval by College, the maximum fees for this agreement period will be $75,000. College agrees to pay Attorney two hundred ten dollars ($210) to two hundred sixty five dollars ($265) per hour for shareholders, special counsel and of counsel, one hundred eighty-five dollars ($185) to two hundred fifteen dollars ($215) per hour for associates and one hundred ten dollars ($110) to one hundred twenty five dollars ($125) per hour for paralegals and law clerks. Substantive communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of three-tenths (.3) of an hour. In addition, reasonable travel time will be charged at the regular hourly rate. In the course of travel it may be necessary for Attorney to work for and bill other clients while in transit.

Agreements for legal fees at other than the hourly rate set forth above may be made by mutual agreement for special projects or particular scopes of work.

College further agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services including support services such as word processing, copying costs, express postage, and facsimile transmittals. College agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of College or emergency conditions which occasionally arise.

College further agrees to pay for major costs and expenses by paying third parties directly including, but not limited to, costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters'
fees, jury fees, witness fees, investigation expenses, consultants' fees and expert witness fees. Upon mutual consent of College and Attorney, Attorney may pay for such costs and expenses and College shall advance costs and expenses to Attorney.

Attorney shall send College a statement for fees and costs incurred every calendar month. Attorney's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of Attorney's fees. College shall pay Attorney's statements within thirty (30) days after each statement's date. Upon College office's request for additional statement information, Attorney shall provide a bill to College no later than ten (10) days following the request. College is entitled to make subsequent requests for bills at intervals of no less than thirty (30) days following the initial request.

It is expressly understood and agreed to by both parties that Attorney, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the College.

College or Attorney may terminate this Agreement by giving thirty (30) days written notice of termination to the other party.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

COLLEGE OF MARIN

Albert J. Harrison II  
Vice President/College Operations  

Date

MILLER BROWN & DANNIS

Mark W. Kelley  
Attorney at Law

Date  
5/23/07
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

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<th>To:</th>
<th>Board of Trustees</th>
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<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>June 12, 2007</td>
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<tr>
<td>Subject:</td>
<td>Renewal Contract Endorsement for Ford Graphics – Reprographic Services</td>
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<tr>
<td>Reason for Board Consideration:</td>
<td>APPROVAL</td>
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BACKGROUND:

The District requires continuing reprographic services to support the District’s Measure C Bond Program. On August 30, 2005, the Ford Graphics contract was approved by the Board of Trustees and endorsed on the same date. This contract expires at the end of this fiscal year, June 30, 2007.

The original two-year contract included 2 one-year extensions. Ford Graphics has agreed to maintain the same price structure as in the two preceding years, without any increases, for a one-year extension through June 30, 2008. A renewal endorsement letter is presented herein for approval, and includes the following backup documentation:

- Signature page from original agreement with Ford Graphics
- Endorsement and board item from August 30, 2005
- Breakdown of program-level allocation for Fiscal Year 07/08
- Project-specific reprographic needs for estimating and construction for Fiscal Year 07/08.
- Price list

FISCAL IMPACT:

The District recommends that $160,000 be allocated for services from Ford Graphics through Fiscal Year 07/08. Approximately $43,000 of this amount will be used for program-level reproduction, including special reports, studies, relocation documentation and maps for construction. The remaining allocation will be used for project-specific plans and specifications for estimating and construction.

These services will be paid from Measure C bond funds designated for consultant costs.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve a renewal contract with Ford Graphics for bond-related reproduction services through June 30, 2008.
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 12/07  Consultant: Ford Graphics

Project(s) (name and number): Reprographic Services

Type of contract (check all that apply):

___ Full service (architecture)  ___ Task contract (specialty consultant)

___ Short form  Long form

Original ___  or  Amendment # ___

Amount of this contract/amendment: $100,000  (budgeted thru 6/30/08)

Total amount of contract to date including this amendment $100,000

Documents to be included in Board packet (check and initial):

___ Full agreement  ___ Changes to agreement  Reviewed:

___ Appendix A  ___ Changes to Appendix A  Reviewed:

___ Appendix B  ___ Changes to Appendix B  Reviewed:

___ Appendix C  ___ Changes to Appendix C  Reviewed:

___ Appendix D  ___ Changes to Appendix D  Reviewed:

___ Appendix E  ___ Changes to Appendix E  Reviewed:

___ Other backup materials?  Reviewed:

Legal review required?  ___ Yes  ___ No  If yes, counsel’s initials: ___

If not, why not? PREVIOUSLY REVIEWED CONTRACT

Agenda cover page prepared by: ET  Reviewed by:  

Submittal sign-off:
Program Manager:  Director: 

Amendment Checklist 6/1/2007 1
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

**Amendments**
Reviewed by: ____________________________

☐ Are there changes to the master agreement? Yes No
Have they been reviewed by legal counsel? N/A Yes No

☐ Appendix A: is the scope of work consistent with the requirements of the master agreement? Yes No

☐ Appendix B: is the fee appropriate to the scope of work? Yes No

☐ Is the fee within budget? Yes No
If not, does it require a budget transfer? N/A Yes No

☐ Do the numbers all add up correctly? Yes No

☐ Appendix C: is the milestone schedule appropriate, reasonable, and sufficient to manage the scope of work? Yes No

☐ Appendix D: are the deliverables sufficient to manage the scope of work? Yes No

☐ Appendix E: has the insurance requirement changed? Yes No
Reviewed by legal counsel? N/A Yes No

☐ Coordination: cross-check all items in amendment with one another

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**Agenda cover page**
Reviewed by: ____________________________

Vice President Al Harrison

☐ Is the type of contract clearly defined? Yes No
Basic or additional service?

☐ Is the reason for the amendment clearly stated? Yes No

☐ Do the amendment amounts match the amended Appendix B? Yes No

☐ Are the project title and number included and correct? Yes No

Amendment Checklist 6/1/2007
June 13, 2007

A. J. Harrison II
Vice President of College Operations
Marin Community College District

Subject: Ford Graphics Contract Extension – Fiscal Year 07/08

Dear Mr. Harrison;

The Ford Graphics contract approved by the Board of Trustees on August 30, 2005, Item B.13.G and endorsed on the same date, expires at the end of this fiscal year, June 30, 2007.

The original 2 year contract included 2 one-year extensions. Ford Graphics has agreed to maintain the same price structure as in the two preceding years, without any increases for a one year extension through June 30, 2008.

Expenditures to date for Ford Graphics are $75,000. The coming year will see increases due to Program Level special projects and Project Specific bid documents for several building projects.

It is recommended that $160,000 be allocated for Fiscal Year 07/08 for services from Ford Graphics. Approximately $43,000 of this amount will be used for Program Level special reports, studies, relocation documentation and maps for construction phasing and any other reprographic needs for the Measure C Bond Program. The difference will be used for Project Specific Plans and Specifications for estimating and construction.

Attached to this endorsement letter are the original agreement with Ford Graphics, the endorsement and board item from August 30, 2005 and a breakdown of the Program Level allocation for Fiscal Year 07/08 and the Project Specific reprographic needs for estimating and construction for Fiscal Year 07/08.

Following approval by the Board of Trustees on June 12, 2007 and by signing this endorsement, you will approve the extension of Ford Graphics’ contract through June 30, 2008.

Sincerely,

Endorsement

Rich Graziano
Program Manager
Swinerton Management & Consulting, Inc.

Date:

A. J. Harrison
VP College Operations
Marin Community College District

cc: V-Anne Chernock, Dan Eggen
File: 315.014
Each vendor submitting a RFP Proposal will be informed of their standing relative to all Vendors within 30 days of MCCD Board of Trustees Authorization on this project.

17. References. Vendor shall provide 3 references. Please refer to and complete form attached as Appendix B.

18. Additional Services. Please refer to and complete form attached as Appendix C.

19. Project Personnel. Please refer to and complete form attached as Appendix D.

20. Price Sheet. Please refer to Appendix E and submit a comprehensive price sheet of the products sold by your company. This pricing will be utilized during the contract timeframe to determine pricing for products to be purchased that are not specified in this RFP. The District will apply the discount listed in Section VII. Unit Pricing to determine the actual sales price when placing an order.

22. Financials. Please refer to Appendix F and submit complete audited financial statements for your company’s last two fiscal years.

23. Declaration. The undersigned agrees to:
Deliver F.O.B. to the appropriate Requesting Job Office (Kentfield Campus or Indian Valley Campus) California, the Architectural/Engineering/Topographical Large Format Printing & Vectorization Services itemized herein, and in accordance with Specifications attached.
The undersigned declares under penalty of perjury that all of the Proposal Information submitted with this proposal application is true and correct and a duly authorized officer of the Firm executed this Declaration.

Date: 6/30/05
Name: Dlio Wijesundera
Company: Ford Graphics
Title: President
Signature: __________________________

V. Company Information

Company Name: Ford Graphics, San Francisco

Business Address: 981 Mission Street, San Francisco, CA 94103

Telephone: 415-777-9346
Fax: 415-957-1139
Email: dlio@fordgraphics.com

Hours of operation: Weekdays: Open 24 hours a day
Weekend: 8AM to 5PM

Type of Firm: Corporation: X Proprietorship: 
Partnership: Joint Venture: 
Other (please describe):

Business License Number: 954657871

Number of years in business under firm name: 45 years
Full names of firm’s owners (≥ 10% ownership), officers and managing employees:

Has the firm changed its name within the past 3 years?
YES □ NO X

If yes, provide former
name(s):

(Copy Section V. and Appendices A&B and complete for each former firm name; attach to current firm’s Proposal Questionnaire.)

Have there been any recent (within the last three years) changes in control/ownership of the firm?
YES □ NO X

If yes, explain.

Have officers or principals of the firm ever had their business license suspended or revoked for any reason?

Page 7 of 17
6/17/2005
September 30, 2005

Paula Reyes-Garcia
Contracts Manager
Swinherton Management & Consulting Inc.
PO Box 144003
Kentfield, CA  94914-3004

RE: RFP from Ford Graphics for Reprographics & Vectorization Services

Dear Ms. Reyes-Garcia:

Per your request and as approved by the Board of Trustees on August 30, 2005, Item B.13.G (attached), this letter is endorsement of the attached RFP from Ford Reprographics dated June 17, 2005 in response to Bid #MCCD-001 for Reprographics and Vectorization Services.

Sincerely,

[Signature]

Albert J. Harrison
Vice President, College Operations

Attachment
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

Ter: Board of Trustees
From: Superintendent/President

Subject: Recommend Approval of Ford Graphics for District Reprographic Services

Date: August 30, 2005
Item & File No. B1(3), C

Reason for Board Consideration:

Enclosure(s):

APPROVAL
Proposal

BACKGROUND:
In preparation of the design and bidding of Capital Improvement Projects for the College of Marin; a Request for Proposal (RFP) for Reprographic Services was released June 17, 2005. Reprographics firms throughout the Bay Area were contacted and invited to submit proposals. A total of five proposals were received. The key components of the RFP include:
1. The District’s defined service levels for reprographic services
2. Three (3) mock orders to be used to identify the low bidder.
3. A Pricing sheet for the District identifying regularly used products and discount pricing
4. Statement of Qualifications including financial statements

EVALUATION:
Five (5) firms submitted bids. Detailed service levels were specified for reprographic work performed for the District, including:
- Internet capability to view and order plans online; making plans available as needed to all design firms & contractors
- Electronic tracking of all orders placed and diligent maintenance availability of Plan Holder’s list
- Establishing quality assurance programs; ability to meet established Daily Service Levels, and fulfill rush orders
- Account Manager and personnel training; standard work hours and regular delivery throughout the Bay Area

A benchmark score of 210 was established. Vendors that scored above 210 were deemed responsive and moved on to the next level of evaluation. Three (3) of the five (5) bids were deemed responsive.

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<td>Ford Graphics</td>
<td>San Francisco</td>
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<tr>
<td>Elite Reprographics</td>
<td>San Francisco</td>
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<tr>
<td>Graphic Reproduction</td>
<td>Concord</td>
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<td>American Draftsource</td>
<td>Kentfield</td>
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To determine a low bidder, three mock orders were released with the RFP. Bids were reviewed for completeness and totals verified. The mock order bids for the responsive vendors were:

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<th>Mock Order Total</th>
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<td>Elite Reprographics</td>
<td>$3,923.28</td>
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<tr>
<td>BPS</td>
<td>$3,435.31</td>
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The low bidder was Ford Graphics. Vectorized plans submitted by Ford Graphics were reviewed and deemed to have met the specifications of the RFP. To complete the evaluation, references for Ford Graphics were verified. Ford Graphics has completed this same type of service for CCSP, UCSF, & UC Berkeley.

RECOMMENDATION:
The Superintendent/President recommends that the Board of Trustees approve Ford Graphics as the District's Reprographics Service Provider. The signed Proposal is being presented as the Binding Agreement for this contract. Further, it is recommended that the amount of $50,000.00 be allocated to provide funding for this firm for the first year of the contract, and an additional $75,000 for the second year of the contract. These services will be paid from Measure C bond funds designated for reprographics costs.

Administrator Initiating Item: Albert J. Harrison, Vice President, College Operations
May 23, 2007

Subject: Ford Graphics Reprographic Needs Assessment – Fiscal Year 07/08

Program Level - Special Reports and Documentation:

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<td>$14,000</td>
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<td>Special Reports: for different agencies, purposes and commissions</td>
<td>$11,000</td>
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See attached spreadsheet for Project Level Reprographic Needs Assessment.
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</tr>
<tr>
<td>Plan Room</td>
<td>4</td>
</tr>
<tr>
<td>Plan Room</td>
<td>14</td>
</tr>
<tr>
<td>Plan Room</td>
<td>8</td>
</tr>
<tr>
<td>Plan Room</td>
<td>8</td>
</tr>
<tr>
<td>Plan Room</td>
<td>8</td>
</tr>
<tr>
<td>Plan Room</td>
<td>4</td>
</tr>
</tbody>
</table>

253,150
# PRICE LIST

**Effective January, 2004**

For additional products and services contact the most convenient Ford Graphics office.

Note that output footage is based upon “Standard Area Chart” as shown on page TC-2 of Ford Graphics Price Book.

## ECOCOPY (Plain & Color Paper Copying)

<table>
<thead>
<tr>
<th>Code</th>
<th>Service</th>
<th>Plain Paper</th>
<th>Color Paper</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Price per sq ft.</td>
<td>Code</td>
</tr>
<tr>
<td>7050</td>
<td>First Set, square feet</td>
<td>$1.10</td>
<td>7052</td>
</tr>
<tr>
<td></td>
<td>1 - 250</td>
<td>$0.95</td>
<td>1001-5000</td>
</tr>
<tr>
<td></td>
<td>251-750</td>
<td>$0.75</td>
<td>5001-10000</td>
</tr>
<tr>
<td></td>
<td>751-1500</td>
<td>$0.50</td>
<td>10001-20000</td>
</tr>
<tr>
<td></td>
<td>1501+</td>
<td>$0.28</td>
<td>20001+</td>
</tr>
<tr>
<td>7051</td>
<td>Additional Sets, square feet</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 - 1000</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1001 - 5000</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>5001 - 10000</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>10001+</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## LARGE DOCUMENT COPYING (XEROGRAPHIC PROCESS)

<table>
<thead>
<tr>
<th>Code</th>
<th>Output Media</th>
<th>Price per square foot of output</th>
</tr>
</thead>
<tbody>
<tr>
<td>7090</td>
<td>Bond, 20 lb. (Enlargement &amp; Reduction)</td>
<td>$2.10</td>
</tr>
<tr>
<td>7093</td>
<td>Presentation bond, 32 lb.</td>
<td>$2.50</td>
</tr>
<tr>
<td>7093</td>
<td>Vellum, erasable</td>
<td>$2.75</td>
</tr>
<tr>
<td>7094</td>
<td>Vellum, non-erasable</td>
<td>$2.50</td>
</tr>
<tr>
<td>7092</td>
<td>Mylar, 4 mil, matte 2 sides</td>
<td>$4.00</td>
</tr>
</tbody>
</table>

## BINDING (including collating)

<table>
<thead>
<tr>
<th>Service</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Code / 50 sheets or less, per set</td>
</tr>
<tr>
<td>Staple</td>
<td>1426</td>
</tr>
<tr>
<td>Edge bind</td>
<td>1427</td>
</tr>
<tr>
<td>Chicago screw</td>
<td>1428</td>
</tr>
</tbody>
</table>

## FOLDING

<table>
<thead>
<tr>
<th>Code</th>
<th>Service</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1430</td>
<td>Rough fold, per fold</td>
<td>$.14</td>
</tr>
<tr>
<td>1432</td>
<td>Precise fold, per fold</td>
<td>$.18</td>
</tr>
<tr>
<td>1434</td>
<td>Book fold, per fold</td>
<td>$.18</td>
</tr>
</tbody>
</table>

## MISCELLANEOUS

<table>
<thead>
<tr>
<th>Code</th>
<th>Service</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1435</td>
<td>Date Stamping</td>
<td>$.10 per sheet</td>
</tr>
<tr>
<td>1550</td>
<td>Xerox labor, regular time</td>
<td>$60.00 per hour (minimum charge $20)</td>
</tr>
</tbody>
</table>
### SMALL DOCUMENT COPYING (20# white bond paper, machine fed)

<table>
<thead>
<tr>
<th>Code</th>
<th>Size</th>
<th>Quantity of copies per original side</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1 - 5</td>
</tr>
<tr>
<td>2011</td>
<td>8.5&quot; x 11&quot;</td>
<td>$1.10</td>
</tr>
<tr>
<td>2014</td>
<td>8.5&quot; x 14&quot;</td>
<td>$1.16</td>
</tr>
<tr>
<td>2040</td>
<td>11&quot; x 17&quot;</td>
<td>$1.35</td>
</tr>
</tbody>
</table>

### BINDING

<table>
<thead>
<tr>
<th>Code</th>
<th>Service</th>
<th>Price per set</th>
<th>Code</th>
<th>Service-Stapling</th>
<th>Price per set</th>
</tr>
</thead>
<tbody>
<tr>
<td>2100</td>
<td>Stapling</td>
<td>$0.15 per set</td>
<td>2101</td>
<td>2 staples per set</td>
<td>$0.22 per set</td>
</tr>
<tr>
<td>2102</td>
<td></td>
<td>$0.25 per set</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### ACCO binding (includes drilling, binder and assembly):
- Book thickness: 1/4" to 1 1/2"
  - $3.50 per book
- 1 1/2" to 3"
  - $6.00 per book

#### Chicago Screw binding (includes drilling, screws and assembly):
- Book thickness: 1/4" to 1"
  - $4.00 per book
- 1" to 2"
  - $4.50 per book
- 2" to 3"
  - $6.50 per book

#### GBC Plastic Comb binding (includes hole punching, binder and assembly):
- Book thickness: 1/4" to 1"
  - $4.00 per book
- 1" to 2"
  - $5.75 per book
- 2" to 3" maximum
  - $8.00 per book

Standard colors are black and white; other colors available upon request.

#### Velo binding (includes hole punching, binder and assembly):
- Book thickness 1/4" to 1"
  - $6.00 per book
- 1" to 1 1/2"
  - $7.00 per book

#### Wire-O binding (includes hole punching, binder and assembly):
- Book thickness 1/4" to 1/2"
  - $5.00 per book
- Books over 1/2" inquire

Standard colors are black and white; other colors available upon request.

#### Coll binding, up to 1/2"
- $5.00 per book

#### Three (3) hole drilling (no binding)
- $.02 per sheet

#### Wire-O Punching (no binding)
- $.05 per sheet

### CAD PLOTTING

<table>
<thead>
<tr>
<th>Code</th>
<th>Material</th>
<th>Price per SF</th>
<th>Code</th>
<th>Material</th>
<th>Price per SF</th>
</tr>
</thead>
<tbody>
<tr>
<td>10500</td>
<td>20# bond (from plot files)</td>
<td>$2.25</td>
<td>10501</td>
<td>Vellum, non-erasable</td>
<td>$2.75</td>
</tr>
<tr>
<td>10502</td>
<td>Presentation bond, 24#</td>
<td>$2.50</td>
<td>10503</td>
<td>Mylar, 4 mil, matte 2</td>
<td>$6.00</td>
</tr>
<tr>
<td>10510</td>
<td>Minctad - Bond</td>
<td>$3.25</td>
<td>10511</td>
<td>Minctad - Vellum</td>
<td>$3.75</td>
</tr>
</tbody>
</table>

### Miscellaneous Services

<table>
<thead>
<tr>
<th>Code</th>
<th>Service</th>
<th>Price per file</th>
</tr>
</thead>
<tbody>
<tr>
<td>10587</td>
<td>File Conversion from TIFF to PDF</td>
<td>$1.00</td>
</tr>
<tr>
<td>10588</td>
<td>File Conversion from PDF/DWF to TIFF</td>
<td>$3.50</td>
</tr>
<tr>
<td><em>10800</em></td>
<td>File Conversion from Drawing to Plot</td>
<td>$15.00</td>
</tr>
</tbody>
</table>

### Electronic Document Management (PlanWell™)

<table>
<thead>
<tr>
<th>Code</th>
<th>Service</th>
<th>Price per each</th>
</tr>
</thead>
<tbody>
<tr>
<td>10566</td>
<td>Doc. Mgmt. Fee - B &amp; W Images</td>
<td>$3.50 each</td>
</tr>
<tr>
<td>10582</td>
<td>Doc. Mgmt. Fee - Color Images</td>
<td>$10.00 each</td>
</tr>
<tr>
<td>10574</td>
<td>Comprehensive Drawing Index</td>
<td>$0.50 per field</td>
</tr>
<tr>
<td>10575</td>
<td>E-Mail Broadcast to Plan Holders</td>
<td>$20.00 per broadcast</td>
</tr>
<tr>
<td>10579</td>
<td>8 3/4&quot; x 11&quot; Specification Mgmt. Fee</td>
<td>$0.25 each</td>
</tr>
<tr>
<td>10576</td>
<td>PlanWell Projects to CD Rom – First</td>
<td>$35.00 each</td>
</tr>
<tr>
<td>10577</td>
<td>PlanWell Projects to CD Rom - Additional</td>
<td>$15.00 each</td>
</tr>
</tbody>
</table>

### *Remote Printing

<table>
<thead>
<tr>
<th>Code</th>
<th>Product/Service</th>
<th>Price per SF</th>
</tr>
</thead>
<tbody>
<tr>
<td>10578</td>
<td>Vellum (PLP/VIC format)</td>
<td>$3.00</td>
</tr>
<tr>
<td>10579</td>
<td>Esocopy - First Set</td>
<td>$0.75</td>
</tr>
<tr>
<td>10580</td>
<td>Esocopy - Additional Sets</td>
<td>$0.30</td>
</tr>
</tbody>
</table>

* Items are not discountable
Bid Caster - Invitation to Bid (ITB) Service

<table>
<thead>
<tr>
<th>Code</th>
<th>Service</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>*10585</td>
<td>Bid Caster Project Set Up Fee</td>
<td>$125.00</td>
</tr>
<tr>
<td>10586</td>
<td>Bid Caster Management Fee - Email Transmission</td>
<td>$0.75 per each</td>
</tr>
<tr>
<td>10589</td>
<td>Bid Caster Management Fee - Fax Transmission</td>
<td>$0.75 per page</td>
</tr>
</tbody>
</table>

COLOR COPYING  Copying of flat, reflective art (excludes magazines and books).
Price per impression, 32/80 paper

<table>
<thead>
<tr>
<th>Code</th>
<th>Output size</th>
<th>1</th>
<th>2 - 10</th>
<th>11 - 50</th>
<th>$1-100</th>
<th>$101+</th>
</tr>
</thead>
<tbody>
<tr>
<td>2300</td>
<td>8.5&quot; x 11&quot;</td>
<td>$3.00</td>
<td>$2.50</td>
<td>$2.00</td>
<td>$1.85</td>
<td>$1.25</td>
</tr>
<tr>
<td>2301</td>
<td>8.5&quot; x 14&quot; or 11&quot; x 17&quot;</td>
<td>$3.50</td>
<td>$3.00</td>
<td>$2.75</td>
<td>$2.50</td>
<td>$2.00</td>
</tr>
</tbody>
</table>

COLOR COPYING FROM 35mm SLIDES.
Price per impression, 32/60 paper

<table>
<thead>
<tr>
<th>Code</th>
<th>Output size</th>
<th>1</th>
<th>2 - 10</th>
<th>11 - 50</th>
<th>$1-100</th>
<th>$101+</th>
</tr>
</thead>
<tbody>
<tr>
<td>2310</td>
<td>8.5&quot; x 11&quot;</td>
<td>$3.00</td>
<td>$2.50</td>
<td>$2.00</td>
<td>$1.85</td>
<td>$1.25</td>
</tr>
<tr>
<td>2311</td>
<td>8.5&quot; x 14&quot; or 11&quot; x 17&quot;</td>
<td>$3.50</td>
<td>$3.00</td>
<td>$2.75</td>
<td>$2.50</td>
<td>$2.00</td>
</tr>
</tbody>
</table>
* 2302 Set up charge, per slide $7.50

SMALL FORMAT DIGITAL COLOR PRINTING (using “Fiery” processor).
Price per impression, 32/80 paper

<table>
<thead>
<tr>
<th>Code</th>
<th>Number of impressions per original page</th>
</tr>
</thead>
<tbody>
<tr>
<td>2410</td>
<td>Fiery - 1st Print 8.5&quot; x 11&quot;</td>
</tr>
<tr>
<td>2400</td>
<td>Additional 8.5&quot; x 11&quot;</td>
</tr>
<tr>
<td>2411</td>
<td>Fiery - 1st Print 8.5&quot; x 14&quot; or 11&quot; x 17&quot;</td>
</tr>
<tr>
<td>2401</td>
<td>Add'l 8.5&quot; x 14&quot; or 11&quot; x 17&quot;</td>
</tr>
<tr>
<td>2412</td>
<td>Fiery - 1st Print 12&quot; x 18&quot;</td>
</tr>
<tr>
<td>2403</td>
<td>Add'l 12&quot; x 18&quot;</td>
</tr>
</tbody>
</table>

SMALL FORMAT DIGITAL PRINTS - BLACK & WHITE

<table>
<thead>
<tr>
<th>Code</th>
<th>Service</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>2041</td>
<td>Digital Rip fee - 8.5&quot; x 11&quot; (minimum $10.00)</td>
<td>$0.12 per original</td>
</tr>
<tr>
<td>2042</td>
<td>Digital Rip Fee - 11&quot; x 17&quot; (minimum $20.00)</td>
<td>$0.20 per original</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Code</th>
<th>Output size</th>
<th>1 - 5</th>
<th>6 - 20</th>
<th>21 - 50</th>
<th>$1-100</th>
<th>$101+</th>
</tr>
</thead>
<tbody>
<tr>
<td>2043</td>
<td>8.5&quot; x 11&quot;</td>
<td>$0.15</td>
<td>$0.13</td>
<td>$0.10</td>
<td>$0.08</td>
<td>$0.06</td>
</tr>
<tr>
<td>2044</td>
<td>11&quot; x 17&quot;</td>
<td>$0.40</td>
<td>$0.35</td>
<td>$0.30</td>
<td>$0.25</td>
<td>$0.20</td>
</tr>
</tbody>
</table>

Note: Software applications acceptable are - Microsoft Word, Excel, Power Point & PDF files

COLOR PLOTTING

Inkjet Color Plotting (Postscript Printing). Photo realistic plotting of Postscript files

<table>
<thead>
<tr>
<th>Code</th>
<th>Media:</th>
<th>Price:</th>
</tr>
</thead>
<tbody>
<tr>
<td>10852</td>
<td>Photograde paper</td>
<td>$14.00 per SF.</td>
</tr>
<tr>
<td>10853</td>
<td>Additional prints from same file</td>
<td>$12.00 per SF.</td>
</tr>
<tr>
<td>10854</td>
<td>Canvas - First print</td>
<td>$20.00 per SF.</td>
</tr>
<tr>
<td></td>
<td>Additional prints</td>
<td>$18.00 per SF.</td>
</tr>
</tbody>
</table>

AutoCAD - Color Plotting: Printed on Inkjet Plotters on Presentation Bond Paper

<table>
<thead>
<tr>
<th>Code</th>
<th>Bond</th>
<th>Price:</th>
</tr>
</thead>
<tbody>
<tr>
<td>10860</td>
<td>First print</td>
<td>$14.00 per SF.</td>
</tr>
<tr>
<td>10861</td>
<td>Additional prints from same file</td>
<td>$12.00 per SF.</td>
</tr>
</tbody>
</table>

Add to all plotting prices file set up charge of $10.00 per file, plus $1.50 per MB for files greater than 10 MB.
Special Note: “Rush Charges” may apply for work done on an accelerated basis.

* Items are not discountable
## Scan to Print - Inkjet

<table>
<thead>
<tr>
<th>Code</th>
<th>Product Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>10862</td>
<td>Image up to 8.5&quot; x 11&quot;</td>
<td>$30.00 each</td>
</tr>
<tr>
<td>10863</td>
<td>Image up to 11&quot; x 17&quot;</td>
<td>$40.00 each</td>
</tr>
<tr>
<td>10864</td>
<td>Oversize images (over 2 SF) - 1st Print</td>
<td>$15.00 per SF</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Code</th>
<th>Product Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>10855</td>
<td>Oversize images - Add'l Prints</td>
<td>$13.00 per SF</td>
</tr>
<tr>
<td>10856</td>
<td>Scan to file - Color TIFF format</td>
<td>$10.00 per SF</td>
</tr>
<tr>
<td>10550</td>
<td>Extra charge for CD-Rom</td>
<td>$15.00 per CD</td>
</tr>
</tbody>
</table>

## Durst Lambda - Direct Digital Imaging Process

<table>
<thead>
<tr>
<th>Code</th>
<th>Product Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>8000</td>
<td>Durst Lambda - Economy</td>
<td>$25.00 per SF</td>
</tr>
</tbody>
</table>

## Scanning & Archiving to CD ROM

### Scanning the Drawing

<table>
<thead>
<tr>
<th>Code</th>
<th>Service Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>10550</td>
<td>Scanning upto 24&quot;x36&quot; 1-250</td>
<td>$3.00 per shl.</td>
</tr>
<tr>
<td></td>
<td>251-750</td>
<td>$2.50 per shl.</td>
</tr>
<tr>
<td></td>
<td>751+</td>
<td>$2.00 per shl.</td>
</tr>
<tr>
<td>10552</td>
<td>Scanning over 12 SF 1-3000</td>
<td>$0.75 per SF</td>
</tr>
<tr>
<td></td>
<td>3001-10,000</td>
<td>$0.65 per SF</td>
</tr>
<tr>
<td></td>
<td>10,001+</td>
<td>$0.55 per SF</td>
</tr>
</tbody>
</table>

### Greyscale TIFF

<table>
<thead>
<tr>
<th>Code</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>10568</td>
<td>Grey Scale TIFF $50.00 per shl.</td>
</tr>
</tbody>
</table>

### Scanning 8.5"x11"

<table>
<thead>
<tr>
<th>Code</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>10570</td>
<td>Scanning 8.5&quot;x11&quot; $0.25 per shl.</td>
</tr>
</tbody>
</table>

### Scanning 11"x17"

<table>
<thead>
<tr>
<th>Code</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>10571</td>
<td>Scanning 11&quot;x17&quot; $0.40 per shl.</td>
</tr>
</tbody>
</table>

Note: A minimum per order charge of $25.00 will apply to codes 10550, 10551 and 10552.

## Filters

<table>
<thead>
<tr>
<th>Code</th>
<th>Service Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>10553</td>
<td>Despeckle Image</td>
<td>$1.00 per shl.</td>
</tr>
<tr>
<td>10554</td>
<td>Rotate Image</td>
<td>$0.50 per shl.</td>
</tr>
<tr>
<td>10555</td>
<td>Cropping Image</td>
<td>$1.50 per shl.</td>
</tr>
</tbody>
</table>

## Indexing

<table>
<thead>
<tr>
<th>Code</th>
<th>Service Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>10557</td>
<td>Field from Title Block</td>
<td>$0.30 per each</td>
</tr>
<tr>
<td>10558</td>
<td>Field from Drawing</td>
<td>$0.80 per each</td>
</tr>
</tbody>
</table>

## CD Burning

<table>
<thead>
<tr>
<th>Code</th>
<th>Service Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>10559</td>
<td>First CD Burning</td>
<td>$35.00 per each</td>
</tr>
<tr>
<td>10560</td>
<td>Additional Copies</td>
<td>$15.00 per each</td>
</tr>
<tr>
<td>10584</td>
<td>DVD with Data</td>
<td>$95.00 per each</td>
</tr>
</tbody>
</table>

For special pricing on customized services, please inquire from Ford Graphics.

## Mounting (Prices include appropriate material and labor.)

<table>
<thead>
<tr>
<th>Code</th>
<th>Product Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>5600</td>
<td>Single weight illustration board</td>
<td>$4.00 per SF</td>
</tr>
<tr>
<td>5610</td>
<td>Double weight illustration board</td>
<td>$4.50 per SF</td>
</tr>
<tr>
<td>5620</td>
<td>Foam core, 3/16&quot; thick</td>
<td>$5.25 per SF</td>
</tr>
<tr>
<td>5621</td>
<td>Foam core, 1/4&quot; thick</td>
<td>$6.75 per SF</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Code</th>
<th>Product Description</th>
<th>Price</th>
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<tbody>
<tr>
<td>5690</td>
<td>Gator board, 3/16&quot; thick</td>
<td>$8.00 per SF</td>
</tr>
<tr>
<td>5691</td>
<td>Gator board, 1/2&quot; thick</td>
<td>$11.00 per SF</td>
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<tr>
<td>5571</td>
<td>Sintra - 1/8&quot;</td>
<td>$8.00 per SF</td>
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<tr>
<td>5572</td>
<td>Sintra - 3/16&quot;</td>
<td>$10.00 per SF</td>
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<tr>
<td>5625</td>
<td>Acetate overlay covers, 3 mil</td>
<td>$1.00 per SF</td>
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## Laminating - Single Sided (Prices include appropriate material and labor.)

<table>
<thead>
<tr>
<th>Code</th>
<th>Product Description</th>
<th>Price</th>
</tr>
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<tbody>
<tr>
<td>5800</td>
<td>3.0 mil thick, matte or glossy</td>
<td>$5.25 per SF</td>
</tr>
<tr>
<td>5801</td>
<td>5.0 mil thick, matte or glossy</td>
<td>$6.25 per SF</td>
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</table>

<table>
<thead>
<tr>
<th>Code</th>
<th>Product Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>5802</td>
<td>10.0 mil thick, matte or glossy</td>
<td>$6.75 per SF</td>
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</table>

## Laminating - Double Sided (Encapsulated)

<table>
<thead>
<tr>
<th>Code</th>
<th>Product Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>5810</td>
<td>3.0 mil thick, matte or glossy</td>
<td>$7.00 per SF</td>
</tr>
<tr>
<td>5811</td>
<td>5.0 mil thick, matte or glossy</td>
<td>$8.00 per SF</td>
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<table>
<thead>
<tr>
<th>Code</th>
<th>Product Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>5812</td>
<td>10.0 mil thick, matte or glossy</td>
<td>$8.50 per SF</td>
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## Laminating - Report Covers (Encapsulated, matte or glossy)

<table>
<thead>
<tr>
<th>Code</th>
<th>Product Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>5400</td>
<td>3.0 mil both sides, 8.5&quot; x 11&quot;</td>
<td>$5.00 per pc.</td>
</tr>
<tr>
<td>5401</td>
<td>5.0 mil both sides, 8.5&quot; x 11&quot;</td>
<td>$6.00 per pc.</td>
</tr>
<tr>
<td>5402</td>
<td>5.0 mil both sides, 8.5&quot; x 11&quot;</td>
<td>$6.00 per pc.</td>
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</table>

<table>
<thead>
<tr>
<th>Code</th>
<th>Product Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>5403</td>
<td>5.0 mil both sides, 11&quot; x 17&quot;</td>
<td>$7.50 per pc.</td>
</tr>
<tr>
<td>5404</td>
<td>10.0 mil both sides, 11&quot; x 17&quot;</td>
<td>$7.00 per pc.</td>
</tr>
<tr>
<td>5405</td>
<td>10.0 mil both sides, 11&quot; x 17&quot;</td>
<td>$8.50 per pc.</td>
</tr>
</tbody>
</table>

* Items are not discountable

**Ford Graphics Branches:**

- **Main Office:**
  - Financial District: 850 Battery Street, Oakland, CA 94607
  - San Francisco: 415-777-9346
  - Fax: (415) 992-2999

- **Oakland Branch:**
  - 2210 Magnolia Street, Oakland, CA 94607
  - (510) 451-2563
  - Fax: (510) 451-2563

- **Concord Branch:**
  - 1340 Galway Way, Suite "B" Concord, CA 94520
  - (925) 465-2000
  - Fax: (925) 465-3063
## BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th><strong>To:</strong></th>
<th>Board of Trustees</th>
<th><strong>Date:</strong></th>
<th>June 12, 2007</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>From:</strong></td>
<td>Superintendent/President</td>
<td><strong>Item &amp; File No:</strong></td>
<td>C.12.J.1.d(i)</td>
</tr>
<tr>
<td><strong>Subject:</strong></td>
<td>Amendments for Special Advisor Services – Vanir Construction Management, Inc. and Parsons 3D/I</td>
<td><strong>Enclosure(s):</strong></td>
<td>Amendment 1 (2 sets)</td>
</tr>
</tbody>
</table>

### BACKGROUND:

On December 12, 2006, the Board of Trustees approved contracts with Vanir Construction Management, Inc. and Parsons 3D/I, in the amount of $20,000 each, to provide special interim program management services to the modernization team. The contracts were originally intended to expire on June 30, 2007. However, the December 12, 2006 Board Agenda Item (Item & File No. C.12.M.1.a(i)) inadvertently included a January 31, 2007 completion date. Amendment 1 for each contract extends the expiration date to reflect the original intention of the contracts.

### FISCAL IMPACT:

There is no fiscal impact for modifying the date of service for these two contracts.

### RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve amendments to the contracts with Vanir Construction Management, Inc. and Parsons 3D/I, to correct the service period completion date from January 31, 2007 to June 30, 2007.

---

**Administrator Initiating Item**

V-Anne Chemock

**Director of Modernization**

**Administrator Approving Item**

Albert J. Harrison II

**Vice President, College Operations**
Measure C Bond Modernization Program  
Checklist for Consultant Contract Review  

Date: 6/12/07  Consultant: Varian Constr & Parsons 3DI  
Project(s) (name and number): Special Advisor Services  

Type of contract (check all that apply):  
___ Full service (architecture)  ___ Task contract (specialty consultant)  
___ Short form  ___ Long form  

Original ___ or Amendment # 1 (2 = Varian & Parsons RFQ)  

Amount of this contract/amendment: $0 (term extension only)  

Total amount of contract to date including this amendment $20,000 ea.  

Documents to be included in Board packet (check and initial):  
___ Full agreement  ___ Changes to agreement  Reviewed:  
___ Appendix A  ___ Changes to Appendix A  
___ Appendix B  ___ Changes to Appendix B  
___ Appendix C  ___ Changes to Appendix C  
___ Appendix D  ___ Changes to Appendix D  
___ Appendix E  ___ Changes to Appendix E  
___ Other backup materials?  

Legal review required? ___ Yes  ___ No  If yes, counsel’s initials:  

If not, why not? Date change only  

Agenda cover page prepared by: GB  Reviewed by:  

Submittal sign-off:  
Program Manager:  Reviewer:  

Amendment Checklist 6/1/2007 1
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Amendments

Reviewed by: [Signature]

☐ Are there changes to the master agreement?
Have they been reviewed by legal counsel?

☐ Yes ☐ No
N/A ☐ Yes ☐ No

☐ Appendix A: is the scope of work consistent with the requirements of the master agreement?

☐ Yes ☐ No

☐ Appendix B: is the fee appropriate to the scope of work?

☐ Yes ☐ No

☐ Is the fee within budget?
If not, does it require a budget transfer?

☐ N/A ☐ Yes ☐ No

☐ Do the numbers all add up correctly?

☐ Yes ☐ No

☐ Appendix C: is the milestone schedule appropriate, reasonable, and sufficient to manage the scope of work?

☐ Yes ☐ No

☐ Appendix D: are the deliverables sufficient to manage the scope of work?

☐ Yes ☐ No

☐ Appendix E: has the insurance requirement changed?
Reviewed by legal counsel?

☐ N/A ☐ Yes ☐ No

☐ Coordination: cross-check all items in amendment with one another

Agenda cover page

Reviewed by: [Signature]
Vice President Al Harrison

☐ Is the type of contract clearly defined?
Basic or additional service?

☐ Yes ☐ No

Choose ☐ Basic ☐ Add'l

☐ Is the reason for the amendment clearly stated?

☐ Yes ☐ No

☐ Do the amendment amounts match the amended Appendix B?

☐ N/A ☐ Yes ☐ No

☐ Are the project title and number included and correct?

☐ Yes ☐ No
AMENDMENT 1

To the Short Form of Professional Services Agreement between the MARIN COMMUNITY COLLEGE DISTRICT and Vanir Construction Management, Inc. (Special Advisor to Director of Modernization)

June 12, 2007

AMENDMENT 1 TO SCHEDULE OF PERFORMANCE

This is an AMENDMENT attached to, and made a part of the Short Form of Professional Services Agreement (Agreement) dated December 13, 2006 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Vanir Construction Management, Inc. (Consultant).

III. SCHEDULE OF PERFORMANCE

Per the original Short Form of Professional Services Agreement, services were to commence by December 13, 2006 and be completed by January 31, 2007.

Per this Amendment the service period will be extended through June 30, 2007.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 1 to the Short Form of Professional Services Agreement dated December 13, 2006 between the MARIN COMMUNITY COLLEGE DISTRICT and Vanir Construction Management, Inc.

MARIN COMMUNITY COLLEGE DISTRICT

By ____________________________ Date __________________

Al Harrison
Vice President College Operations

Vanir Construction Management, Inc.

By ____________________________ Date __________________

_________________________________________ Its____________________

END OF AMENDMENT 1
AMENDMENT 1

To the Short Form of Professional Services Agreement between the
MARIN COMMUNITY COLLEGE DISTRICT
and
Parsons 3D/I

(Special Advisor to Director of Modernization)

June 12, 2007

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MARIN COMMUNITY COLLEGE DISTRICT

By ________________________________ Date __________________

Al Harrison
Vice President College Operations

Parsons 3D/I

By ________________________________ Date __________________

__________________________
Its__________________________

END OF AMENDMENT 1
BOARD AGENDA ITEM

To: Board of Trustees                                      Date:       June 12, 2007
From: Superintendent/President                             Item & File No. C.12.M
Subject: Purchase Order Approval for Printing of Fall, Winter, Spring and Summer 2007/08 Community Education Schedules
Reason for Board Consideration:   Enclosure(s):

APPROVAL

BACKGROUND:

Board Policy 6.0015.2 states that any service provided costing between $5,000 and $15,000 requires at least three quotes and that services provided in excess of $15,000 require solicitation of formal bids. The District has requested bids for printing the Community Education Schedule for Fall 2007 and Winter, Spring and Summer, 2008. Bids are due to the District by 2:00 p.m. on June 11, 2007.

A revised item and the bid results will be brought forward to the Board at the meeting with a request to issue a purchase order for these services to the lowest responsible bidder.

RECOMMENDATION:

The Superintendent/President recommends the Board of Trustees authorize approval of a purchase order to the lowest responsible bidder to print the Community Education 2007/08 schedules per the bid results due to the College by 2:00 p.m. on June 11, 2007.

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
BOARD AGENDA ITEM

To: Board of Trustees                         Date: June 12, 2007
From: Superintendent/President               Item & File No. C.12.N
Subject:                                        Notice of Completion
                                               Miscellaneous Roof Repairs, Kentfield & Indian Valley Campus
Reason for Board Consideration:               Enclosure(s):

APPROVAL

BACKGROUND:

On November 14, 2006, the Board of Trustees authorized the award of a contract to Tremco Inc. for $84,485 to complete miscellaneous roof repairs at the Kentfield and Indian Valley Campuses. These repairs included work on the following buildings:

Science Building: $7,500
Harlan Center – Upper 4,500
Harlan Center – Mid Level 5,500
Harlan Center – Lower Roof 43,985
                      $61,485

IVC Misc. Roof Repair 6,500
Metal Maintenance Building 16,500
                      $84,485

The Maintenance Building work was deleted in order to research other repair options. The work at the Indian Valley Campus was done on a separate agreement for services in order to allow the work to be completed on an as-needed basis.

A contract for $61,485 was issued to Tremco Inc. to complete the repairs to the Science Building and Harlan Center. The work on the Science Building and Harlan Center has been completed and inspected. There were no change orders.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees accept the work for the Miscellaneous Roof Repair Project at the Kentfield Campus on Science Center and Harlan Center and authorize filing a Notice of Completion with the County of Marin.

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
Notice of Completion
(In pursuant to Civil Code Section 3093, must be recorded within 10 days after completion)

In execution of this Notice, notice is hereby given that:

1. The undersigned is an owner or agent of an owner of the estate or interest stated below.
2. The name of the owner is Marin Community College District.
3. The address of the owner is 835 College Ave, Kentfield CA 94904.
4. The nature of the estate or interest is: Marin Community College District.
5. The name and addresses of all co-owners, if any, who hold any title or interest with the above-named owner in the property are:

   NAMES                      ADDRESSES

6. The contractor for such work of modernization is Misc. Roof Repair, Science and Harlan Center.
7. The date of contract between the contractor and the above owner is November 15, 2006.
8. The street address of said property is 835 College Avenue.
9. The property on which said work of modernization was completed is in the City of Kentfield, County of Marin, State of California, and is described as follows:

June 12, 2007
Date

________________________________________
Signature of Owner
Marin Community College District

Verification

I, undersigned, say:
I am Albert J. Harrison II, Vice President, College Operations
("President," "Owner," "Manager," etc.)

Of the declarant of the foregoing completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.
I declare under penalty of perjury that the foregoing is correct and true.

Executed on ______________________, at ______________________, California.
(City or Town where signed)

(Personal signature of the individual swearing that the contents of the notice are true)
**BOARD AGENDA ITEM**

<table>
<thead>
<tr>
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<th>Board of Trustees</th>
<th>Date: June 12, 2007</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. C.13.A</td>
</tr>
<tr>
<td>Subject:</td>
<td>Barnes &amp; Noble Bookstore Agreement Renewal</td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>APPROVAL</td>
<td>Enclosure(s): Agreement</td>
</tr>
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</table>

**BACKGROUND:**

Barnes and Noble has operated the College Bookstore for the past twenty-one years. Attached is a renewal agreement with Barnes and Noble for an additional three-year period from July 1, 2007 through June 30, 2010.

The renewal resulted in renegotiating the commission rate for the College because of the absence of profit by Barnes & Noble in operating the Bookstore for the past four years. The lower profit margin is a direct result of the cost of paying bookstore staff salaries and benefits, and all Bookstore staff members are college employees. The college salaries and benefits structure, as a percent of bookstore sales, are significantly higher than what Barnes & Noble pays their employees.

The new commission rates are as follows:

On an annualized basis, Barnes & Noble will pay College of Marin the following applicable percentage of gross sales at the Bookstore:

- 2% of all sales up to $1,700,000.00
- 3% of all sales up to $2,500,000.00
- 4% of all sales above $4,000,000.00

**RECOMMENDATION:**

The Superintendent/President recommends that the Board of Trustees approve the attached agreement with Barnes and Noble for Bookstore Services for the period July 1, 2007 through June 30, 2010.

*Administrator Initiating Item*

Albert J. Harrison II, Vice President, College Operations
Agreement for Bookstore Services
between
College of Marin
and
Barnes & Noble College Booksellers, Inc.

1. Engagement of Barnes & Noble:

College of Marin hereby engages Barnes & Noble College Booksellers, Inc. ("Barnes & Noble") to operate and provide services for the bookstore of College of Marin (the "Bookstore") on the terms and subject to the conditions set forth herein, and Barnes & Noble hereby accepts such engagement.

2. Term, Amendment and Notices:

This agreement shall govern the relationship between College of Marin and Barnes & Noble with regard to the Bookstore for the period July 1, 2007 through June 30, 2010.

No change, modification or amendment of this agreement shall be valid unless the same shall be in writing and signed by both parties hereto. All notifications shall be sent to the following individual by certified mail: Yulian Ligosio, Director Fiscal Services for College of Marin located at 1800 Ignacio Blvd, Novato, CA 94949 and Kimberly Otte for Barnes & Noble College Booksellers, Inc. located at 120 Mountain View Blvd, Basking Ridge, NJ 07920.

3. College of Marin Shall Provide to Barnes & Noble at College of Marin’s Expense:

a) Heat, light, utilities, and air conditioning as is reasonably required for operation of the Bookstore.

b) Office equipment (including computer equipment, cash registers and safes), furniture and fixtures, file cabinets, telephone equipment and wiring and telephone service (including campus telephones and campus telephone service), and office machines currently available for Bookstore use.

c) All repairs and maintenance for the building and the physical structure in which the Bookstore is located.

d) Trash removal and extermination services for the Bookstore.

e) All debit or credit card or other financial services made available by College of Marin to its students.

4. Environmental Matters:

To the best of its knowledge, College of Marin is not aware of any health or environmental problems which currently exist or are likely to develop in the building or physical facility which houses the Bookstore. College of Marin shall be responsible for remediating promptly any health or environmental problem at the Bookstore, other than those caused by Barnes & Noble, and notifying Barnes & Noble accordingly.
5. Barnes & Noble Shall Provide to College of Marin at Barnes & Noble’s Expense:

All operating expenses of the Bookstore other than those described in Section 3 above, including those related to:

a) Bill paying and accounting, including sales tax collection, reporting and payment for merchandise sold, except any property or municipal taxes on the bookstore.

b) Office equipment maintenance and repair.

c) General custodial services.

d) Loss prevention services.

e) Long distance telephone services, through a vendor selected by Barnes & Noble.

6. Insurance:

Barnes & Noble shall procure at its own expense, and maintain during the existence of this agreement, the following policies of insurance in connection with the operation of the Bookstore:

a) Worker’s Compensation and Employer’s Liability Insurance and such other insurance as may be required under applicable state statutes.

b) Comprehensive General Liability Insurance subject to $3,000,000 limits.

c) Property Damage Liability Insurance in the amount of $1,000,000.

d) Motor Vehicle Liability Insurance with limits of $100,000 per person, $300,000 per occurrence, and $50,000 property damage.

At the request of College of Marin, Barnes & Noble shall obtain and deliver certificates evidencing such insurance from its insurers. Barnes & Noble shall save College of Marin harmless from claims which may arise in connection with the operation of the Bookstore facilities specified herein and sales of products or performance of any service under this contract or injuries or death caused by Barnes & Noble vehicles on the Bookstore premises, except for claims caused by College of Marin or any of its employees, agents or representatives, for which College of Marin shall save Barnes & Noble harmless.

Barnes & Noble’s insurance policies for the Bookstore shall name College of Marin as an additional insured and loss payee, but only with respect to liability arising out of operations performed for such insured by or on behalf of the name insured, and shall contain covenants requiring thirty (30) days written notice to College of Marin before cancellation of such coverage. These policies shall be primary and noncontributing with any insurance carried by College of Marin.

7. Compliance with all Laws:

Barnes & Noble shall comply with all laws, ordinances, rules, orders, and regulations of federal, state and municipal governments, and of any and all of their departments, divisions, bureaus, and subdivisions, applicable to the operation of the Bookstore.
8. Management and Staff:

All persons employed in the Bookstore shall be employees of the District. Barnes & Noble shall reimburse District for the salary and benefits of District’s permanent employees assigned to the Bookstore. Barnes & Noble shall reimburse the District for the salaries and benefits of hourly employees assigned to the Bookstore. College of Marin is to provide the bookstore manager a reserved parking space in Lot 5.

9. Calendar of Operating Hours:

Barnes & Noble shall maintain a schedule of operating hours and weeks of business for the Bookstore in accordance with the official College of Marin calendar and in mutual agreement with College of Marin in meeting the needs of the students, faculty and staff. Bookstore hours will be extended during each registration period, during the first two weeks of the fall and spring semesters, and the first week of each summer session.

10. Book Orders and Deadlines:

Barnes & Noble shall fill orders for books and required supply items from term to term in accordance with textbook and supply adoptions by the faculty. The Bookstore manager shall be given notice by the faculty or authorized department designees of the textbook and supply adoptions for all courses offered as follows:

a) On or before October 1 for the spring semester.

b) On or before March 1 for the summer sessions.

c) On or before April 1 for the fall semester.

Barnes & Noble shall be responsible, at its cost and expense, for contacting in a timely manner all faculty members for their textbook and supply adoptions. College of Marin shall not be responsible for compiling, nor shall it maintain, a list of such adoptions.

11. Booklist:

In the course of providing the services contracted for in this contract, Barnes & Noble collects certain information from the faculty on its Course Book Information forms. Barnes & Noble also creates a computer database containing, among other things, course book information. These forms and the database are Barnes & Noble’s proprietary information, created at substantial cost and expense to Barnes & Noble and used in connection with its business, the retail sale of textbooks.

Should College of Marin require any information that may be contained within the forms or the database either for its educational purposes, or in order to comply with any public records request where no exemption is available (such as an exemption for commercial information), College of Marin understands that it will be responsible for collecting that information from the faculty.

Subject to the “exclusive campus bookseller provision” set forth above, nothing set forth in this paragraph shall be construed to limit in any manner the right of any other off-campus vendor to use its own course book information form to obtain this information from the faculty.
12. Services Expected:

Barnes & Noble shall operate the Bookstore as an independent contractor and with its own credit and preferred vendors, with the facility and equipment agreed upon. Services of the Bookstore shall include the following:

a) The Bookstore shall be College of Marin’s exclusive buyer and seller of all required, recommended or suggested course materials and tools, including books, course packs, computer software, and materials published or distributed electronically, or sold over the Internet. As used in this Agreement, “Internet” includes the World Wide Web and any proprietary on-line service (e.g., America On Line). Barnes & Noble will provide exclusive on-line services through our web site and have first right of refusal to fulfill any distance learning material needs during the term of this agreement.

b) The Bookstore shall be designated the exclusive agent to accept all debit card and financial aid transactions for Bookstore merchandise typically sold in college bookstores. Payments for charge sales will be guaranteed by College of Marin and are payable within 30 days. Any unpaid balances due will be subject to 1% interest per month.

c) The Bookstore shall also be College of Marin’s exclusive “on-campus” and Internet seller of other items typically sold in college bookstores, such as books in addition to those described in (a) above, educational supplies, notebooks, stationery, desk and room accessories, gift items, class and alumni rings and jewelry, and clothing, including any and all such items bearing a College of Marin emblem, logo, insignia or other identifying mark. “On campus” shall mean the campus grounds and any area within a 10-block radius of the campus grounds.

d) College of Marin shall not contract with any third party to provide any services of the type outlined in this agreement on campus grounds or any area within a ten block radius of the campus grounds.

e) The Bookstore shall be the exclusive agent for the rental and/or sale of graduation caps and gowns and commencement invitations.

f) The Bookstore shall have exclusive rights to manage all service programs customarily handled by college bookstores such as magazine subscription, telecommunication and credit card application programs. Revenue generated from all such programs shall be commissionable.

g) The Bookstore shall also have a non-exclusive right to sell convenience store items such as food, health and beauty items, and other sundries.

h) College of Marin Duplicating Department will provide exclusive custom publishing services for the College of Marin Bookstore. Such services will include the development of course packs for faculty members, securing the appropriate copyright clearances, printing and binding of course packs and distribution and sale of the course packs in the Bookstore. Complimentary desk copies of course packs will be provided to faculty members.

i) Barnes & Noble shall provide special book order services for students, faculty, and staff and make every effort to obtain the earliest possible delivery of such books.

j) Barnes & Noble shall provide charge sales for supplies for College of Marin departments and offices. Payments for such charge sales shall be guaranteed by College of Marin and payable within 30 days. Any unpaid balances will be subject to 1% interest per month.
k) Barnes & Noble will allow full-time faculty and staff of College of Marin a 10% discount on all merchandise available at the Bookstore except adopted textbooks, special orders, sale books, class and alumni rings, computer software, periodicals, discounted merchandise, computer hardware, stamps, health and beauty aids, food snacks, and beverages. Barnes & Noble will offer a minimum 30% discount on all District purchases of office supplies.

l) If College of Marin accepts advertising for any of its materials or publications that it distributes or makes available to its students, including without limitation any course offering list, or if College of Marin permits tabling or other third-party promotional activities at any event sponsored by College of Marin or located on the College of Marin campus, College of Marin agrees that:

(a) it shall give the Bookstore reasonable advance notice of the deadline for placing such advertising or participating in such tabling or other promotional activities;

(b) the Bookstore shall have the right to place its desired advertising in such materials and to participate in such tabling or other promotional activities; and

(c) College of Marin shall not accept advertising in such material from, or permit tabling or other promotional activities at any of such events by any seller of college textbooks and/or course supplies other than the Bookstore.

13. Used Book Purchase and Resale:

Barnes and Noble shall buy books from College of Marin faculty, staff and students at the following prices:

a) When the Bookstore has been notified that the book will be used at College of Marin the following semester: 50% of the selling price (provided the book is a good used copy) until the Bookstore has filled its quota.

b) In the absence of such notification, or if the book will not be used for the following semester, or is to be replaced shortly by a revised edition according to an announcement of the publisher, the book will be purchased at the wholesale price.

c) Used books in good condition will be sold by Barnes & Noble at 25% less than the new selling price.

14. Refunds and Exchanges:

The Bookstore will issue refunds in the original form of payment for textbooks purchased at the Bookstore if returned in the original condition, with a valid receipt and within the first (one) week of classes. Within 30 days of the first day of classes, textbooks will be refunded with a valid receipt and a signed add/drop slip.

15. Policy Posting:

Barnes & Noble shall post conspicuously and without equivocation Bookstore policies concerning refunds, buybacks, and exchanges.
16. Repurchase of Inventory:

College of Marin shall repurchase, or require a successor contractor to purchase, Barnes & Noble’s inventory at cost in the event of cancellation of this agreement, in the same manner as purchased by Barnes & Noble.

In the event College of Marin changes any name or logo used on its insignia merchandise, College of Marin agrees to purchase from Bookstore at Bookstore’s cost and upon its request, all insignia merchandise with the prior name or logo.

17. Sales Markup Basis:

Barnes & Noble represents that the sale markup basis at the Bookstore will be as follows:

a) New textbooks will be sold at no greater than (i) the publisher’s list price or (ii) a 27% gross margin on net priced books, inclusive of restocking fees, return penalties and freight surcharges. Net priced books are defined as books purchased from publishers that do not have a publisher's suggested list price or when the publisher's discount to the bookstore is less than 20%.

b) Used textbooks will be sold at 25% less than the new selling price.

c) Course packs and textbooks purchased from publishers with restrictive or non-returnable text policies will be priced at up to a 30% gross margin.

d) School supplies will be priced at or below manufacturers’ suggested retail prices.

Barnes & Noble shall, upon request, provide proof of conformity to pricing policies as specified herein.

18. Financial Consideration - Percentage of Sales:

On an annualized basis, Barnes & Noble will pay College of Marin the following applicable percentage of gross sales at the Bookstore:

- 2% of all sales up to $1,700,000.00
- 3% of all sales up to $2,500,000
- 4% of all sales above $4,000,000.00

(Gross sales shall be defined as all collected sales at the Bookstore less voids, refunds, sales tax, discounted departmental sales, discounted faculty/staff sales, pass-through income, or other merchandise mutually designated as non-commissionable, etc.)

If annual gross sales of the Bookstore shall materially decline as a result of declining enrollment (i.e. decrease 5% or more), online textbook sales, or other reasons outside of the control of Barnes & Noble, College of Marin agrees to negotiate in good faith with Barnes & Noble an appropriate reduction in the payments set forth above.

Date:
19. Payment Schedule:

Applicable commission payments as set forth above hereof shall be made quarterly by Barnes & Noble to College of Marin and shall be paid within thirty (30) days after the close of the quarter in which they were earned. The final payment for any year shall be made within thirty (30) days after the end of the applicable contract year, and will include any adjustments required by the percentage of gross sales formula set forth above.

Each payment shall be accompanied by a detailed statement of its computation and Barnes & Noble shall furnish supporting documentation to College of Marin upon request.

20. Access to Accounting Records and Cash Registers:

College of Marin shall have full access at all times to the Bookstore accounting records, including all cash registers at the Bookstore being used by Barnes & Noble, with or without notice. Cash register control totals will be used to verify the cash sales reported. In addition, all registers shall have:

a) Cumulative, non-resettable counters of either the total reset-clearings or the total cumulative activity.

b) Receipt and detail tape provisions.

c) Display window for customer viewing.

21. Benefit and Binding Effect:

This agreement shall be binding upon and shall inure to the benefit of College of Marin and Barnes & Noble and their successors and assigns.

22. Headings; Interpretation:

The headings used in this agreement are for convenience only and do not constitute substantive matter to be considered in construing its terms. The use in this agreement of the terms “include”, “includes”, “including”, and “such as” shall be deemed in all cases to be followed by the words “without limitation”.

When used in this agreement College of Marin includes all segments of the institution including all alumni, athletic and academic departments.

23. Associated Student Body Card.

Barnes and Noble representatives, representatives form the College of Marin Associated Student Organizations, and the Director of Student Activities will meet to discuss Bookstore items (less textbooks and convenience items) to be discounted for any purchase with a valid, current College of Marin Associated Students Student Body Card. A written list of agreed upon items and the discount percentage will be prepared. This list will be reviewed at the start of each academic year and may be reviewed more frequently with the agreement of Barnes and Noble and Associated Students representatives.
24. Severability:

The presence in the text of this agreement of any clause, sentence, provision, paragraph or article held to be invalid, illegal or ineffective by a court of competent jurisdiction shall not impair, invalidate or nullify the remainder of this agreement. The effect of any such holding shall be confined to the portion so held invalid.
IN WITNESS WHEREOF, the parties hereto have set their hands as at the day and year written below.

College of Marin

By: __________________________
Name: _________________________
Title: _________________________
Date: _________________________

Barnes & Noble College Booksellers, Inc.

By: __________________________
Name: _________________________
Title: _________________________
Date: _________________________
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Subject: Austin Science Center Roof Condition Survey Project 850E – Evaluation to be conducted by McGinnis Chen Associates, Inc.

Date: June 12, 2007
Item & File No. C.13.B.1.a(i)

Reason for Board Consideration: ACTION APPROVAL
Enclosure(s): SF Contract

BACKGROUND:

The Austin ("old") Science Center on the Kentfield campus will be vacated once the new Science-Math-Central Plant facility is completed. The old Science Center will then be used as Swing Space or temporary housing for other programs, functions and operations displaced by ongoing construction and modernization activities. The old Science Center roof system has seriously deteriorated and has extensive evidence of deficiencies. Repairs have been made over time, but none have resulted in a completely weather-tight condition. The roof continues to exhibit deterioration and problem leakage.

The District’s goal is to define a cost-effective solution that will provide a sound weather-tight roof suitable to last through the Measure C bond swing space period. McGinnis Chen Associates (MCA) has been identified to assist the District in defining that solution. MCA, who specializes in building envelop systems design and remediation, will conduct the necessary tests and evaluations to determine the extent of the problems and will prepare recommendations on reasonable repair or replacement programs.

FISCAL IMPACT:

The scope of work for the Science Center roof evaluation will be paid from Measure C bond funds allocated for swing space. The total amount of this contract to date is as follows:

Short Form Contract: $17,500

Total contract to date $17,500

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve a short form contract with McGinnis Chen Associates, Inc. in the amount of $17,500 for consulting services associated with the old Science Center roof.

Administrator Initiating Item
V-Anne Chernock
Director of Modernization

Administrator Approving Item
Albert J. Harrison II
Vice President, College Operations
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 01/12/07 Consultant: McGinnis Chen Associates LLP

Project(s) (name and number): Science/Math Roof Repairs Project # 850E

Type of contract (check all that apply):

____ Full service (architecture) ______ Task contract (specialty consultant)

____ Short form ______ Long form

Original ______ or Amendment # _________

Amount of this contract/amendment: $17,500

Total amount of contract to date including this amendment $______________

Documents to be included in Board packet (check and initial):

____ Full agreement ______ Changes to agreement Reviewed: ______

____ Appendix A ______ Changes to Appendix A Reviewed: ______

____ Appendix B ______ Changes to Appendix B Reviewed: ______

____ Appendix C ______ Changes to Appendix C Reviewed: ______

____ Appendix D ______ Changes to Appendix D Reviewed: ______

____ Appendix E ______ Changes to Appendix E Reviewed: ______

____ Other backup materials? ________________________________ Reviewed: ______

Legal review required? ______ Yes ______ No If yes, counsel’s initials: ______

If not, why not? ________________________________

Agenda cover page prepared by: ______ Reviewed by: ______

Submittal sign-off:
Program Manager: ______ Director: ______

Amendment Checklist 5/31/2007
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Amendments

☐ Are there changes to the master agreement? Yes No
Have they been reviewed by legal counsel? N/A Yes No

☐ Appendix A: is the scope of work consistent with the requirements of the master agreement? Yes No

☐ Appendix B: is the fee appropriate to the scope of work? Yes No

☐ Is the fee within budget? Yes No
If not, does it require a budget transfer? N/A Yes No

☐ Do the numbers all add up correctly? Yes No

☐ Appendix C: is the milestone schedule appropriate, reasonable, and sufficient to manage the scope of work? Yes No

☐ Appendix D: are the deliverables sufficient to manage the scope of work? Yes No

☐ Appendix E: has the insurance requirement changed? Yes No
Reviewed by legal counsel? N/A Yes No

☐ Coordination: cross-check all items in amendment with one another

Agenda cover page

☑ Is the type of contract clearly defined? Yes No
Basic or additional service? Basic Add'l

☐ Is the reason for the amendment clearly stated? Yes No

☐ Do the amendment amounts match the amended Appendix B? Yes No

☑ Are the project title and number included and correct? Yes No
COLLEGE OF MARIN
MARIN COMMUNITY COLLEGE DISTRICT
835 College Avenue,
Kentfield, CA 94904

SHORT FORM OF PROFESSIONAL SERVICES AGREEMENT

CONSULTANT:
McGINNIS CHEN ASSOCIATES, INC.
10 NOTTINGHAM PLACE
SAN FRANCISCO, CA 94133

JUNE 12, 2007

I. SCOPE OF THE SERVICES

The Services to be rendered ("Services") shall generally consist of the following:

A. Austin Science Center Roof Evaluation Study and Report

1. The Consultant shall conduct necessary and appropriate sampling, testing, and discovery to determine the condition and state of repair of the existing roof systems and materials. Based on field information and any subsequent off-site testing or evaluation, Consultant shall prepare and submit a Report of Findings detailing the State of Repair of the roof systems and materials with any data and materials in support thereof. At a minimum, the Report shall recommend and propose (1) a "short-term" roof repair program providing an approximate 5 to 10 year life span and, (2) a full roof replacement project. The Report shall include projected costs for design services to develop bid and construction documents combined with construction phase monitoring for each identified program. The Report shall also provide a Rough Order of Magnitude estimate of construction costs for each identified program.

II. COMPENSATION FOR SERVICES

Consultant’s total compensation for Services performed under this Agreement is $17,500.00 inclusive of reimbursable expenses to be paid as: (1) ☐ lump sum; (2) ☐ lump sum with progress payments; (3) ☐ per attached schedule of rates and charges, with a guaranteed not to exceed price of $17,500.00.

III. SCHEDULE OF PERFORMANCE

Consultant shall commence the Services by June 14, 2007 and complete the Services by September 10, 2007 or within [_____] days of commencement of the Services.
IV. TERMS AND CONDITIONS

(1) Consultant shall perform the Services in accordance with the terms and conditions of this Agreement, INCLUDING THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

(2) The requisition number, purchase order number, District project number, consultant’s invoice number, and project name must appear on all invoices and correspondence. Send invoices, in duplicate, immediately upon performance to:

**By U.S. Postal Service:**
Marin Community College District
c/o Swinerton Management & Consulting
P.O. Box 144003
Kentfield, CA 94914

**By overnight and express delivery services:**
Marin Community College District
c/o Swinerton Management & Consulting
835 College Avenue, Building MS-3
Kentfield, CA 94904

(3) Changes made to printed Terms and Conditions on this Agreement are null and void unless approved in writing by the District.

(4) Consultant must comply with Appendix A.

(5) Consultant has read, negotiated (if desired) and expressly accepts all terms incorporated herein, including Section 5 relating to indemnity and liability.

(6) This instrument is void to the extent it requires payment by the District of more than $17,500.00 [Seventeen Thousand Five Hundred Dollars].

CONSULTANT                                                                 MARIN COMMUNITY COLLEGE DISTRICT

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<td>Al Harrison</td>
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GENERAL TERMS AND CONDITIONS

1. Agreement Force and Effect. District is not responsible for services rendered without the authority of an Agreement on this form. This Agreement shall supersede and control over all inconsistent provisions in any proposal. The provisions of this Agreement (which may include attachments) constitute the entire agreement between the Consultant and District regarding the work and services described herein. No representation, term or covenant not expressly specified in this Agreement shall, whether oral or written, be a part of this agreement. No modification of this Agreement shall be effective unless it is in writing. This Agreement shall supersede all other prior purchase Agreements and agreements between Consultant and District with respect to the work and services described herein. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of District and Consultant. The headings in this Agreement are for convenience only and do not affect the construction of this Agreement.

2. Performance of Services/No Assignment. Time is of the essence in the performance of the Services. Consultant represents that it is skilled in the professional discipline necessary to perform the services ("Services") under this Agreement. Consultant will perform its Services in a skillful manner, comply fully with criteria established by District, and with applicable laws, codes, and all applicable professional standards, including by not limited to, the California Education Code and Title 24. Consultant shall not contract any portion of the Services or otherwise assign this Agreement without prior written approval of District. (Consultant shall remain responsible for compliance with all terms of this Agreement, regardless of the terms of any such assignment.) Consultant's authorized representative is the individual signing this Agreement unless Consultant otherwise informs District in writing. The granting of any payment, and any inspections, reviews, approvals or oral statements by any District representative, or certification by any governmental entity, shall in no way limit Consultant's obligations under this Agreement.

3. Records and Payment Requests. Consultant shall submit all billings with all necessary invoices or other appropriate evidence of performance, after which District shall make payment within thirty (30) days. District shall have the right to audit the Consultant's work records. Consultant shall make available to District, its authorized agents, officers, or employees, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursement charged to District, for examination. Consultant shall furnish to District, its authorized agents, officers, or employees, such other evidence or information as District may require with regard to any such expenditure or disbursement charged by Consultant. Consultant shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the services for at least three (3) years following completion of the Services, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records documenting its work under its Agreement, and invoices, payrolls, records and all other data related to matters covered by this Agreement. Consultant shall permit District to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of Agreement shall have the same rights conferred to District by this section. Such rights shall be specifically enforceable.

4. Independent Contractor. Consultant is an independent Contractor and does not act as District's agent in any capacity, whatsoever. Consultant is not entitled to any benefits that District provides to District employees, including, without limitation, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within this Agreement regarding direction apply to and concern the result of the Consultant's provision of Services not the means, methods, or scheduling of the Consultant's work. Consultant shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Services under this Agreement. Consultant shall pay all payroll taxes imposed by any governmental entity and will pay all other taxes not specifically identified in this Agreement as District's responsibility.

5. Indemnity/Liability. To the extent of its proportionate fault, Consultant shall defend, indemnify and save the District, and all of its officers, directors, representatives, agents and employees (together "Indemnities"), from and against any and all claims and liability of any type resulting directly or indirectly from Consultant's negligent performance of this Agreement. Consultant shall also defend, indemnify and save harmless, to the extent of its proportionate fault, the Indemnities, from and against all claims, suits, actions, liability, damages, expense or costs of every nature and description to which the Indemnities may be subject or put by reason of bodily injury to or death of any person or damage to any property, which directly or indirectly arises out of the Consultant's performance of this Agreement, Consultant's provision of Services, or Consultant's activities related thereto. Defense counsel retained under this section shall be subject to the Indemnitee's reasonable approval. Notwithstanding any provision of this Agreement, the Indemnities shall not be liable, in contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with this Agreement or the Services. The Indemnitee's rights and remedies, whether under this Contract or other applicable law, shall be cumulative and not subject to limitation.
6. **Conflict of Interest.** Consultant represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of work and services required under this Agreement. Without limitation, Consultant represents to and agrees with District that Consultant has no present, and will have no future conflict of interest between providing District services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to District, as determined in the reasonable judgment of District.

7. **Confidentiality.** Any information, whether proprietary or not, made known to or discovered by Consultant during the performance of or in connection with this Agreement for District, will be kept confidential and not be disclosed to any other person. Consultant will immediately notify District in writing if it is requested to disclose any information made known to or discovered by during the performance of or in connection with this Agreement. These conflict of interest, confidentiality and future service provisions and limitations shall remain fully effective indefinitely after termination of services to District hereunder.

8. **Ownership of Results.** Consistent with Education Code Section 17316, any interest (including copyright interests) of Consultant or its contractors or subconsultants (together, "Subconsultants"), in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Consultant or its Subconsultants in connection with the Services, shall become the property of District. To the extent permitted by Title 17 of the United States Code, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of District. In the event that it is ever determined that any works created by Consultant or its Subconsultants under this Agreement are not works for hire under U.S. law, Consultant hereby assigns to District all copyrights to such works. With District's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities. Consultant shall, however, retain the copyright in its standard details, and grants District an unlimited license to use such details for the purposes stated herein. Should the District desire to reuse the Documents specified above and not use the services of the Consultant, then the District agrees to require the new consultant to assume any and all obligations for the reuse of the documents and process the same through the Division of the State Architect as the project Consultant, and the District releases Consultant and its Subconsultants from liability associated with the reuse of the documents.

9. **Non-Discrimination Policy.** Consultant shall not discriminate against any employee or applicant for employment, nor against any Subconsultant or applicant for a subcontract, because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA or veteran's status. To the extent applicable, Consultant shall comply with all federal, state and local laws (including, without limitation, all County and District ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time. Consultant shall provide all information reasonably requested by District to verify compliance with such matters. Consultant stipulates, acknowledges and agrees that District has the right to monitor Consultant's compliance with all applicable non-discrimination requirements, and may impose sanctions upon a finding of a willful, knowing or bad faith noncompliance or submission of information known or suspected to be false or misleading.

10. **Termination and Suspension.** District may direct Consultant to terminate, suspend, delay or interrupt Services, in whole or in part, for such periods of time as District may determine in its sole discretion. District may issue such directives without cause. District will issue such directives in writing, and compensate Consultant for its costs expended up to the termination plus reasonable profit thereon only in the event District terminates this Agreement for District's convenience. Consultant may recover no other cost, damage, or expense. Suspension of Services shall be treated as an excusable delay. District may terminate performance of the Services under this Agreement in whole, or from time to time in part, for default, should Consultant commit a material breach of the Agreement, or part thereof, and not cure such breach within ten (10) calendar days of the date of District's written notice to Consultant demanding such cure. In the event District terminates the Agreement for default, Consultant shall be liable to District for all loss, cost, expense, damage and liability resulting from such breach and termination. Consultant shall continue its work throughout the course of any dispute, and Consultant's failure to continue work during a dispute shall be a material breach of this Agreement. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Agreement, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof.

11. **Execution; Venue; Limitations.** This Agreement shall be deemed to have been executed in the City of Kentfield, Marin County, California. Enforcement of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all litigation arising from or relating to this Agreement shall be in Marin
County, California. Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. As between the parties to this Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of District’s issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

12. **District Responsibilities.** The District shall furnish the required information and services and shall render approvals and decisions expeditiously for the orderly progress of the consultant’s work. The District shall not significantly increase the budget allocated for the cost of the work without agreement of the consultant.
INSURANCE

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated June 12, 2007 between the Marin Community College District (the “District”), and McGinnis Chen Associates LLP (“Consultant”) providing for professional services.

1. Consultant’s Duty to Show Proof of Insurance. Prior to the execution of this Agreement, Consultant shall furnish to District Certificates of Insurance showing satisfactory proof that Consultant has taken out for the entire period required by this Agreement, as further described below, the following insurance, in a form satisfactory to District and with an insurance carrier satisfactory to District, authorized to do business in California and rated by A. M. Best & Company A or better, financial category size IX or better, which will protect those described below from claims described below which arise or are alleged to have arisen out of or result from the acts or omissions of Consultant for which Consultant may be legally liable, whether performed by Consultant, or by those employed directly or indirectly by it, or by anyone for whose acts Consultant may be liable:

1.1 Commercial General Liability Insurance

Commercial general liability insurance, written on an “occurrence” basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, liability for slander, false arrest and invasion of privacy arising out of professional services rendered hereunder, blanket contractual liability, broad form endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than $2,000,000 annual general aggregate per project and $1,000,000 each occurrence.

1.2 Business Automobile Liability Insurance

Business automobile liability insurance with limits not less than $1,000,000 combined single limit including coverage for owned, non-owned and hired vehicles.

1.3 Workers’ Compensation Insurance

Workers’ Compensation Employers’ Liability limits required by the laws of the State of California. Consultant’s Worker’s Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

1.4 Professional Liability Insurance

Professional Liability Insurance, either (a) specific to this Project only, with limits not less than $1,000,000 each claim, or (b) limits of not less than $2,000,000 each claim and aggregate, all with respect to negligent acts, errors or omissions in connection with services to be provided under this Agreement, with no exclusion for claims of one insured against another insured and with tail coverage for a period of five (5) years after the completion of the Services.
2. Insurance terms and conditions:

2.1 **Status of MARIN COMMUNITY COLLEGE DISTRICT as Additional Insured.**

On Consultant’s Commercial General Liability policy, the MARIN COMMUNITY COLLEGE DISTRICT, and its Trustees, officers, officials, representatives, employees, Consultants, and agents, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured.

2.2 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company’s liability.

2.3 Certificates of Insurance shall include the following statement: “Written notice of cancellation, non-renewal or of any material change in policy shall be mailed to District thirty (30) days in advance of the effective date thereof.”

2.4 Consultant’s insurance shall be primary insurance and no other insurance or self-insured retention carried or held by any named or additional insureds other than that amount Consultant shall be called upon to contribute to a loss covered by insurance for the named insured.

2.5 Nothing herein contained shall be construed as limiting in any way the extent to which Consultant or any of its employees may be held responsible for payment of damages resulting from their operations.

2.6 If Consultant fails to maintain any required insurance, District may obtain such insurance, and deduct and retain amount of premium from any sums due Consultant under this Agreement.

3 **Provide Proof of Insurance**

3.1 **Address Certificate Holder to:**

Marin Community College District  
835 College Avenue, Building MS-3  
Kentfield, CA 94904

3.2 **Send Insurance Certificate and Endorsement to:**

**Copy by fax to:**  
Marin Community College District  
c/o Swinerton Management & Consulting  
phone: 415-884-3142  
fax: 415-721-7039

**Original by mail to:**  
Marin Community College District  
c/o Swinerton Management & Consulting  
P.O. Box 144003  
Kentfield, CA 94914

END OF APPENDIX A
**BACKGROUND:**

On May 15, 2007 the Board approved a $50,000 short-form contract with ED2 international Architects/Planners to assume design duties for the Science/Math/Central Plant complex, and authorized the District to negotiate a long-form contract with the firm. The long form contract is presented herein for approval, as follows:

| Long Form Contract | $6,950,000 |

**FISCAL IMPACT:**

This contract will be paid from budgeted Measure C bond funds designated for consultant costs. The total amount of this contract to date incorporates and includes fees from the short form contract.

| Original Short Form Contract | $50,000 |
| Remainder of Long Form Contract (net less $50,000) | $6,900,000 |
| **Total Long Form Contract Amount** | **$6,950,000** |

This contract represents approximately 13% of the budgeted construction estimate, and includes validation of existing programming efforts, all specialty subconsultants, and reimbursable expenses.

This contract uses the approved template for architect contracts approved by the Board on March 13, 2007. Only pages showing changes from the approved template are included in this submittal.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board of Trustees approve the Long Form Contract to ED2 international Architects/Planners in the amount of $6,950,000.
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 6/6/07  Consultant: EDZ INTERNATIONAL
Project(s) (name and number): MATH & SCIENCE & CP COMPLEX #305A

Type of contract (check all that apply):

✓ Full service (architecture)       ___ Task contract (specialty consultant)
___ Short form                       ✓ Long form

Original ✓ or Amendment #

Amount of this contract/amendment: $ 6,950,000
Total amount of contract to date including this amendment $ 6,950,000

Documents to be included in Board packet (check and initial):

✓ Full agreement                   ___ Changes to agreement    Reviewed:
✓ Appendix A                      ___ Changes to Appendix A     Reviewed:
✓ Appendix B                      ___ Changes to Appendix B     Reviewed:
✓ Appendix C                      ___ Changes to Appendix C     Reviewed:
✓ Appendix D                      ___ Changes to Appendix D     Reviewed:
✓ Appendix E                      ___ Changes to Appendix E     Reviewed:
___ Other backup materials?                        Reviewed:

Legal review required?  Yes  ✓ No  If yes, counsel’s initials:  

If not, why not?  PREVIOUSLY REVIEWED AS STANDARD TEMPLATED CONTRACT

Agenda cover page prepared by: JS  Reviewed by:  

Submittal sign-off:
Program Manager:  Program Director:  

Amendment Checklist  64/2007  1
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Amendments

☐ Are there changes to the master agreement?
  Have they been reviewed by legal counsel?
  Yes  No

☐ Appendix A: is the scope of work consistent with the requirements of the
  master agreement?
  Yes  No

☐ Appendix B: is the fee appropriate to the scope of work?
  Yes  No

☐ Is the fee within budget?
  If not, does it require a budget transfer?
  N/A  Yes  No

☐ Do the numbers all add up correctly?
  Yes  No

☐ Appendix C: is the milestone schedule appropriate, reasonable, and sufficient
to manage the scope of work?
  Yes  No

☐ Appendix D: are the deliverables sufficient to manage the scope of work?
  Yes  No

☐ Appendix E: has the insurance requirement changed?
  Reviewed by legal counsel?
  N/A  Yes  No

☐ Coordination: cross-check all items in amendment with one another

Agenda cover page

☐ Is the type of contract clearly defined?
  Yes  No
  Basic  Add'l

☐ Is the reason for the amendment clearly stated?
  Yes  No

☐ Do the amendment amounts match the amended Appendix B?
  Yes  No

☐ Are the project title and number included and correct?
  Yes  No

Reviewed by: [Signature]
Vice President Al Harrison

MARIN COMMUNITY COLLEGE DISTRICT

Marin Community College District Campus-wide Measure C Update Capital Improvement Program

AGREEMENT BETWEEN THE MARIN COMMUNITY COLLEGE DISTRICT AND

ED2 International Architects/Planners

This Agreement is made this 12th day of June, 2007, in the County of Marin, State of California, by and between ED2 International Architects/Planners, hereinafter referred to as “Architect” and the Marin Community College District, a political subdivision of the State of California, hereinafter referred to as “District”.

AGREEMENT

1. Definitions

Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth.

“Agreement” This Agreement together with all attachments and appendices and other documents incorporated herein by reference, including, but not limited to, Appendix A (Services to be Provided by Architect), Appendix B (Payments to Architect), Appendix C (Milestone Schedule), Appendix D (Not Used), and Appendix E (Insurance) attached hereto.

“As Built Drawings” A final set of drawings prepared by the Architect that incorporates all changes from all Record Drawings, sketches, details, and clarifications.

“Architect” ED2 International Architects/Planners
945 Bryant Street, Suite 300
San Francisco, CA 94103
415-474-1400
www.ed2intl.com

“Bid Set” The plans, drawings, and specifications at the end of the Construction Documents Phase the DSA has approved and that the District can use for bidding on the construction of the Project.

“Conforming Set” The plans, drawings, and specifications, at the end of the Bidding Phase that incorporates all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated into the Conforming Set and for which DSA approval is required.

“District” Marin Community College District.

“Director of Modernization” District employee responsible for Bond Program oversight

“DSA” The Division of the State Architect in the California Department of General Services

“Program Manager” Swinerton Management & Consulting, Inc. – Program and Construction Manager for Bond Program.
3.5 The Architect shall record meeting notes for all meetings Architect attended during the Design and Bidding Phase of a Project. Within two (2) Workdays after the meeting or 24 hours prior to the next meeting, whichever time is the shortest, Architect will distribute minutes to District and to those affected by decisions made at the meeting by e-mail. Attendees can either submit comments or additions to minutes prior to the next progress meeting, or may attend the next progress meeting and submit comments or additions there. Minutes meeting the approval of the District’s Representative will constitute final memorialization of results of meetings.

3.6 A master list of all specified submittals required for the project shall be submitted, as drafts, both electronically, in MS Word, and in writing as part of the 90/95% CD submittal and again in final form with the other final bid documents.

3.7 Web based project management. District projects valued at $500,000, or more, or having a scheduled duration of 6 months or longer will utilize the District’s specified web based project management software. When project management software is activated the architect will be required to perform project management activities including but not limited to the review of and response to submittals, RFIs, etc., review, creation and distribution of meeting minutes and other similar tasks, via the District’s specified web based project management software. Costs associated with software licenses and any training required for the architect or their staff to perform these activities is an additional service and shall be added to the contract when project management software is selected.

4. Compensation

4.1 District shall pay Architect compensation according to the Compensation Schedule established in Appendix B, “Payments to Architect” which states a lump sum fee including expenses District shall pay Architect in monthly payments on or before the last day of each month for Services in an amount which the District, in its sole discretion, concludes is the value of the Services which have been properly performed as of the last day of the immediately preceding month and is due under Appendix B.

4.2 District shall not incur any charges under this Agreement, nor shall any payments become due to Architect for any payment period on the Project[s], until District receives all deliverables required under Appendix A, for the payment period (if any) and reasonably accepts such deliverables as meeting the requirements of this Agreement. In cases where Architect has partially completed one or more deliverables due during a payment period, and if Architect demonstrates diligent progress thereon, then District may consider a partial progress payment based upon Architect's percentage completion of the partially completed deliverables and diligent progress but taking into account any adverse impacts upon District.

4.3 District will not withhold entire payment if a questioned amount is involved, but will issue payment in the amount of the total invoice less any questioned amount(s). District will make payment for questioned amounts(s) upon District’s receipt of any requested documentation verifying the claimed amount(s) and District’s determination that the amount is due under the terms of this Agreement. District shall advise Architect, in writing, within 15 days of receipt of the requested documentation. Final payment will be made when all Services required under this Agreement have been completed to the reasonable satisfaction of District including, without limitation, Architect’s submittal and District’s acceptance of all deliverables to District required by Appendix A.

4.4 Invoices furnished by Architect under this Agreement must be in a form acceptable to District. All amounts paid by District to Architect shall be subject to audit by District. Architect shall maintain books and support documentation and submit to audit as and when required. Payment shall be made by District to Architect at the address stated in Section 6.1.

4.5 District may set off against payments due Architect under this Agreement any sums that District reasonably determines that Architect owes to District because of Architect’s errors, omissions, breaches of this Agreement, or delays which caused District monetary damages. Prior to exercising such right, District must demand and attend mediation pursuant to Section 24.3 of this Agreement, to be attended by District,
Architect, and any applicable insurance carriers; such mediation to occur within 30 days of demand. If the parties cannot agree upon the time, place, and mediator, within one week of the District's demand, then the Marin County Superior Court may upon application by any party make such selection for the parties. If a party other than District refuses to mediate under this Section, then District shall have satisfied its obligations under this Section.

5. Maximum Costs

5.1 District's obligation hereunder shall not at any time exceed the amount approved by the Board of Trustees and approved by the District's Vice President or designee for payment to the Architect pursuant to the terms of this Agreement.

5.2 Except as may be provided by applicable law governing emergency conditions, District has not authorized its Trustees, employees, officers and agents to request Architect to perform Services or to provide materials, equipment and supplies that would result in Architect performing Services or providing materials, equipment and supplies that exceed the scope of the Services, materials, equipment and supplies agreed upon in the Agreement unless the District amends the Agreement in writing and approves the amendment as required by law to authorize the additional Services, materials, equipment or supplies.

5.3 District shall not reimburse Architect for Services, materials, equipment or supplies provided by Architect beyond the scope of the Services, materials, equipment and supplies agreed upon in the Agreement and unless approved by a written amendment to the Agreement having been executed and approved in the same manner as this Agreement.

6. Qualified Personnel

6.1 For purposes of this Agreement, except for notices specified under Section 17 below, District shall direct all communications to Architect through Frank Fung, its Principal in Charge, at ED2 International Architects/Planners, 945 Bryant Street, Suite 300, San Francisco, CA 94103 and Architect shall direct all communications to District through Jake Skier, its Construction Manager, Kentfield Campus, Swinerton Management & Consulting, Inc. at (physical address) 835 College Ave, Building MS-3, Kentfield, CA 94904. (mailing address) P.O. Box 144003, Kentfield, CA 94914.

6.2 Services under this Agreement shall be performed only by competent personnel under the supervision of and/or in the employment of Architect. Architect shall conform with District's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at District's request, shall be supervised by Architect.

6.3 Architect agrees that all professional personnel assigned to the Project[s] will be listed in its proposal, Exhibit 1 to Appendix A, attached hereto and by this reference incorporated herein, and that the listed personnel will continue their assignments on the Project[s] and Program during the entire term of this Agreement. It is recognized that the listed personnel are not bound by personal employment contracts to Architect. Architect agrees that reassignment of any of the listed personnel during the Agreement period shall only be with other professional personnel who have equivalent experience and shall require the prior written approval of District. Any costs associated with reassignment of personnel shall be borne exclusively by Architect. Resumes for all listed professional personnel are attached to Exhibit 2 of Appendix A, and by this reference incorporated herein.
29.5 Whenever the words "as directed", "as required", "as permitted", or words of like effect are used, it shall be understood as the direction, requirement, or permission of District. The words "approval", "acceptable", "satisfactory", or words of like import, shall mean approved by, or acceptable to, or satisfactory to District, unless otherwise indicated by the context.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day first mentioned above.

"District"

MARIN COMMUNITY COLLEGE DISTRICT, a political subdivision of the State of California

By: ____________________________________________

Al Harrison
Vice President of College Operations

"Architect"

ED2 International Architects/Planners

By: ____________________________________________

Frank Fung
Principal

END OF DOCUMENT
APPENDIX B
PAYMENTS TO ARCHITECT

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated June 12, 2007, between the Marin Community College District (the “District”), and ED2 International Architects/Planners ("Architect") providing professional services for Marin Community College District Campus-wide Measure C Update – Capital Improvement Programs, described in Appendix A.

1. Maximum Payment

Excluding Additional Services only, the Maximum Payment to Architect for Work performed under this Agreement shall not exceed progress on the Projects described in Appendix A “Services to be Performed by Architect”, their stated budgets, and the percentage allowances under Paragraph 2.2 below.

1.1 The parties shall pay Architect based on progress on each phase of the project. Total Compensation for these Projects under this agreement shall not exceed $6,950,000.

1.2 For purposes of this Appendix B, all work performed by Architect prior to this Agreement shall be deemed performed under this Agreement and considered in calculating Architect’s fees due under this Agreement. The Maximum Payment to Architect described above shall apply in all circumstances except Additional Services.

1.3 [Not Used.]

1.4 In the event the District changes the scope of a Project referenced in Appendix A Paragraph 1.1, either increasing its size or decreasing its size, then the parties shall calculate fee based upon the revised construction value. If the District changes the scope of the Project after Architect has commenced work on a Project, then the parties shall agree upon an equitable adjustment limited by the original fee for that Project, Architect’s incurred costs and progress under Paragraph 2.2 below, and the revised scope of work and revised fee remaining.

1.5 For Projects where the work anticipated involves new construction and renovation construction, let under a single construction contract, thus implicating two fee schedules, the fee applicable to new construction shall apply to the new construction. For the renovation construction, the fee applicable to renovation construction shall apply as if a separate Project.

1.6 All expenses necessary to provide the Basic Services Architect are included in the lump sum fee, such as expenses for: transportation and subsistence incidental thereto; providing and maintaining field office facilities including firm furnishings and utilities; toll telephone calls, mail and overnight delivery services; reproduction of reports, Drawings, Specifications, Bid Sets, and similar Project-related items.

2. Methods of Payment for Services and Expenses of Architect

2.1 For Basic Services on the Project: The District shall pay Architect for basic services rendered under Appendix A a sum not exceeding the amount allocated to the Project in Paragraph 1 above, and, for the phases listed in Paragraph 2.2 below, a sum not exceeding the amount so allocated to that phase and for each project listed thereunder. Within each contract phase listed in Paragraph 2.2 below, Architect shall be paid according to its percentage completion of each phase at each project.
2.2 Maximum Compensation to Architect by Phase.

PROJECT: Science/Math/Central Plant  PROJECT # 305A

<table>
<thead>
<tr>
<th>PHASE of PROJECT</th>
<th>Percent of Project</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Programming Phase</td>
<td>1.5%</td>
<td>$104,250</td>
</tr>
<tr>
<td>Schematic Design Phase</td>
<td>11%</td>
<td>$764,500</td>
</tr>
<tr>
<td>Design Development Phase</td>
<td>17.5%</td>
<td>$1,216,250</td>
</tr>
<tr>
<td>Construction Documents Submittal</td>
<td>35%</td>
<td>$2,432,500</td>
</tr>
<tr>
<td>Approval by DSA</td>
<td>5%</td>
<td>$347,500</td>
</tr>
<tr>
<td>Bidding Phase</td>
<td>2%</td>
<td>$139,000</td>
</tr>
<tr>
<td>Construction Phase</td>
<td>25%</td>
<td>$1,737,500</td>
</tr>
<tr>
<td>Operation / Project Closeout</td>
<td>3%</td>
<td>$208,500</td>
</tr>
<tr>
<td>Total Services</td>
<td>100%</td>
<td>$6,950,000</td>
</tr>
</tbody>
</table>

2.3 For Additional Services: The District shall pay Architect for “Additional Services” rendered under Appendix A as follows:

2.3.1 General: For Additional Services of Architect’s principals and professional and technical staff engaged directly on the Project, on the basis of a lump sum negotiated between the parties, or, at District’s option, at Architect’s Standard Billing Rates as stated below:

The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Additional Services and shall not be changed except as stated herein for the term of the Agreement.

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Billing Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal In Charge:</td>
<td>$200</td>
</tr>
<tr>
<td>Principal</td>
<td>$200</td>
</tr>
<tr>
<td>Project Director</td>
<td>$150</td>
</tr>
<tr>
<td>Senior Professional I</td>
<td>$120</td>
</tr>
<tr>
<td>Senior Professional II</td>
<td>$120</td>
</tr>
<tr>
<td>Intermediate Professional</td>
<td>$100</td>
</tr>
<tr>
<td>Junior Professional I</td>
<td>$80</td>
</tr>
<tr>
<td>Junior Professional II</td>
<td>$80</td>
</tr>
<tr>
<td>Administrative</td>
<td>$60</td>
</tr>
<tr>
<td>Office Support</td>
<td>$50</td>
</tr>
<tr>
<td>Intern</td>
<td>$50</td>
</tr>
<tr>
<td>Junior Intern</td>
<td>$50</td>
</tr>
</tbody>
</table>

The mark-up on any approved item of Additional Services shall not exceed ten percent (10%).

2.3.2 Subconsultants: For Additional Services of Subconsultants employed by Architect to render Additional Services the amount billed to Architect therefore times a factor of 1.10.

2.3.3 Hourly Basis: For Additional Services on an hourly basis, Architect agrees that all Subconsultants billing will be limited to a not-to-exceed amount upon prior written approval of the District.
APPENDIX C

MILESTONE SCHEDULE

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated June 12, 2007, between the Marin Community College District (the “District”), and ED2 International Architects/Planners ("Architect") providing for professional services.

The following table(s) include a list of activities to be performed by Architect, District and other parties with regard to Services under this Agreement, for which specific time deadlines for performance are set:

<table>
<thead>
<tr>
<th>PROJECT ACTIVITY</th>
<th>PARTY</th>
<th>MILESTONE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMENCEMENT</td>
<td>ED2</td>
<td>5/15/07</td>
</tr>
<tr>
<td>PROGRAMMING PHASE (limited to validation only)</td>
<td>ED2</td>
<td>June 30, 2007</td>
</tr>
<tr>
<td>SCHEMATIC DESIGN PHASE—end</td>
<td>ED2</td>
<td>September 30, 2007</td>
</tr>
<tr>
<td>DESIGN DEVELOPMENT PHASE—end</td>
<td>ED2</td>
<td>December 31, 2007</td>
</tr>
<tr>
<td>CONSTRUCTION DOCUMENT PHASE—end</td>
<td>ED2</td>
<td>August 30, 2008</td>
</tr>
<tr>
<td>Submit 50% Construction Documents</td>
<td>ED2</td>
<td>April 30, 2008</td>
</tr>
<tr>
<td>DSA Submittal (100% CD’s)</td>
<td>ED2</td>
<td>September 1, 2008</td>
</tr>
<tr>
<td>Estimated DSA Stamp-out (100% CD’s)</td>
<td>ED2</td>
<td>February 1, 2009</td>
</tr>
<tr>
<td>BIDDING PHASE – to NOTICE TO PROCEED</td>
<td>COM/ED2</td>
<td>May 1, 2009</td>
</tr>
<tr>
<td>OPERATION/PROJECT CLOSE-OUT PHASE—12 MONTHS</td>
<td>COM</td>
<td>April 30, 2012</td>
</tr>
</tbody>
</table>

END OF APPENDIX C
APPENDIX E

INSURANCE

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated June 12, 2007 between the Marin Community College District (the "District"), and ED2 International Architects/Planners ("Architect") providing for professional services.

1. Architect’s Duty to Show Proof of Insurance. Prior to the execution of this Agreement, Architect shall furnish to District Certificates of Insurance and Endorsements showing satisfactory proof that Architect has taken out for the entire period required by this Agreement, as further described below, the following insurance, in a form satisfactory to District and with an insurance carrier satisfactory to District, authorized to do business in California and rated by A. M. Best & Company “A” or better, financial category size IX or better, which will protect those described below from claims described below which arise or are alleged to have arisen out of or result from the acts or omissions of Architect for which Architect may be legally liable, whether performed by Architect, or by those employed directly or indirectly by it, or by anyone for whose acts Architect may be liable:

1.1 Commercial General Liability Insurance

Commercial general liability insurance, written on an “occurrence” basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, liability for slander, false arrest and invasion of privacy arising out of professional services rendered hereunder, blanket contractual liability, broad form endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than $2 million annual general aggregate per project and $1 million each occurrence.

1.2 Business Automobile Liability Insurance

Business automobile liability insurance with limits not less than $1 million combined single limit including coverage for owned, non-owned and hired vehicles.

1.3 Workers’ Compensation Insurance

Workers’ Compensation Employers’ Liability limits required by the laws of the State of California. Architect’s Worker’s Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Architect is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

1.4 Professional Liability Insurance

Professional Liability Insurance, either (a) specific to this Project only, with limits not less than $1,000,000 each claim, or (b) limits of not less than $1 million each claim and $2 million aggregate, all with respect to negligent acts, errors or omissions in connection with services to be provided under this Agreement. Architect agrees to maintain these coverage limits for 5 years after completion of services if such coverage is commercially available at reasonable rates.

2. Insurance terms and conditions:

2.1 Additional Insureds:

2.1.1 Status of MARIN COMMUNITY COLLEGE DISTRICT as Additional Insured.

On Architect’s Commercial General Liability policy, the MARIN COMMUNITY COLLEGE DISTRICT, and its Trustees, officers, officials, representatives, employees,
BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President

Date: June 12, 2007

Subject: Master Signage Planning Services (Kate Keating Associates, Inc. LF Contract)

Reason for Board Consideration:

ACTION APPROVAL

Enclosure(s):

LF Contract

BACKGROUND:

On June 13, 2006 the Board of Trustees authorized the District to precede with design services for the Signage Master Planning, Standards and Guidelines for the Kentfield and Indian Valley campuses and awarded a contract to Kate Keating Associates, Inc. for that work. Because execution of a long form contract was subject to the completion of the programming, planning and project scoping exercise, the Board also authorized a short form contract and one amendment as “seed money” to allow the designer to complete these tasks.

The long form contract is presented herein for approval, as follows:

Long Form Contract $123,670

This contract specifies all design services required for completion of the Signage Master Planning, Standards and Guidelines for the Kentfield and Indian Valley campuses. It also includes construction signage standards and the Diamond PE Complex interior signage design services. The approved contract template for architectural services has been used with minor scope modifications to reflect signage design and has been reviewed with recommendation for acceptance by Miller Brown Dannis.

FISCAL IMPACT:

This contract will be paid from budgeted bond funds. The total amount of this contract to date is $100,000. The total amount of this contract to date is $221,170, which incorporates and includes fees from the short form contract and its amendment.

Original Short Form Contract $ 50,000
SF Contract Amendment # 1 $ 50,000
Diamond PE Complex Signage Program $ 23,670

Total Long Form Contract Amount $123,670

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the long form contract to Kate Keating Associates, Inc. in the amount of $123,670 for the preparation of the District signage standards and guidelines and The Diamond PE Complex Signage design program.

Administrator Initiating Item
V-Anne Chernock
Director of Modernization

Administrator Approving Item
Albert J. Harrison II
Vice President, College Operations
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 6/6/07  Consultant: KATE KLEATING ASSOCIATES INC

Project(s) (name and number): SIGNAGE STANDARDS

Type of contract (check all that apply):

_____ Full service (architecture)  _____ Task contract (specialty consultant)

_____ Short form  _____ Long form

Original  ✓ or  Amendment #

Amount of this contract/amendment: $123,670

Total amount of contract to date including this amendment: $123,670

Documents to be included in Board packet (check and initial):

✓ Full agreement  _____ Changes to agreement  Reviewed: AC

✓ Appendix A  _____ Changes to Appendix A  Reviewed: AC

✓ Appendix B  _____ Changes to Appendix B  Reviewed: AC

✓ Appendix C  _____ Changes to Appendix C  Reviewed: AC

N/A Appendix D(In 'A')  _____ Changes to Appendix D  Reviewed:

✓ Appendix E  _____ Changes to Appendix E  Reviewed: AC

_____ Other backup materials?

Legal review required?  ✓ Yes  _____ No  If yes, counsel’s initials: VERBAL APPROVAL

If not, why not?

Agenda cover page prepared by: PM  Reviewed by: PM

Submittal sign-off:
Program Manager: PM  Director:

Amendment Checklist  6/4/2007  1
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

<table>
<thead>
<tr>
<th>Amendments</th>
<th>Reviewed by:</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Are there changes to the master agreement?</td>
<td>Yes No</td>
</tr>
<tr>
<td>☐ Have they been reviewed by legal counsel?</td>
<td>N/A Yes No</td>
</tr>
<tr>
<td>☐ Appendix A: is the scope of work consistent with the requirements of the master agreement?</td>
<td>Yes No</td>
</tr>
<tr>
<td>☐ Appendix B: is the fee appropriate to the scope of work?</td>
<td>Yes No</td>
</tr>
<tr>
<td>☐ Is the fee within budget?</td>
<td>Yes No</td>
</tr>
<tr>
<td>☐ If not, does it require a budget transfer?</td>
<td>N/A Yes No</td>
</tr>
<tr>
<td>☐ Do the numbers all add up correctly?</td>
<td>Yes No</td>
</tr>
<tr>
<td>☐ Appendix C: is the milestone schedule appropriate, reasonable, and sufficient to manage the scope of work?</td>
<td>Yes No</td>
</tr>
<tr>
<td>☐ Appendix D: are the deliverables sufficient to manage the scope of work?</td>
<td>Yes No</td>
</tr>
<tr>
<td>☐ Appendix E: has the insurance requirement changed?</td>
<td>Yes No</td>
</tr>
<tr>
<td>☐ Reviewed by legal counsel?</td>
<td>N/A Yes No</td>
</tr>
<tr>
<td>☐ Coordination: cross-check all items in amendment with one another</td>
<td></td>
</tr>
</tbody>
</table>

Agenda cover page

<table>
<thead>
<tr>
<th>Reviewed by: Vice President Al Harrison</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Is the type of contract clearly defined?</td>
</tr>
<tr>
<td>☐ Basic or additional service?</td>
</tr>
<tr>
<td>☐ Is the reason for the amendment clearly stated?</td>
</tr>
<tr>
<td>☐ Do the amendment amounts match the amended Appendix B?</td>
</tr>
<tr>
<td>☐ Are the project title and number included and correct?</td>
</tr>
</tbody>
</table>
Marin Community College District

Marin Community College District
Measure C Bond
Capital Improvement Program

Professional Services Agreement

With

Kate Keating Associates, Inc.

for the

District Signage Program

June 12, 2007
MARIN COMMUNITY COLLEGE DISTRICT

Marin Community College District Campus-wide Measure C Update Capital Improvement Program

AGREEMENT BETWEEN THE MARIN COMMUNITY COLLEGE DISTRICT AND

Kate Keating Associates, Inc.

This Agreement is made this 12th day of June, 2007, in the County of Marin, State of California, by and between Kate Keating Associates, Inc., hereinafter referred to as “Signage Design Consultant” and the Marin Community College District, a political subdivision of the State of California, hereinafter referred to as “District”.

AGREEMENT

1. Definitions

Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth.

“Agreement” This Agreement together with all attachments and appendices and other documents incorporated herein by reference, including, but not limited to, Appendix A (Services to be Provided by Signage Design Consultant), Appendix B (Payments to Signage Design Consultant), Appendix C (Milestone Schedule), Appendix D (Not Used), and Appendix E (Insurance) attached hereto.

“Signage Design Consultant” Kate Keating Associates, Inc. ; 1045 Sansome Street, Suite 202, San Francisco, CA 94111; Tel 415.773.1000; Fax 415.773.1008; web address: http://www.kkainc.com

“Bid Set” The plans, drawings, and specifications at the end of the Construction Documents Phase that the District can use for bidding on the construction of the Project.

“Conforming Set” The plans, drawings, and specifications, at the end of the Bidding Phase that incorporates all addenda, if any, issued during the Bidding Phase.

“District” Marin Community College District.

“Director of Modernization” District employee responsible for Bond Program oversight

“DSA” The Division of the State Architect in the California Department of General Services

“Program Manager” Swinerton Management & Consulting, Inc. – Program and Construction Manager for Bond Program.

“Program” Marin Community College District Campus-wide Measure C Update – Capital Improvement Program

“Project[s]” The project[s] described in Appendix A, Scope of Services.

“Project Inspector” The construction inspector appointed by the District as required by the Education Code who is on the approved list from the Division of the State Signage Design Consultant and is satisfactory to Signage Design Consultant

“Record Drawings” Any document prepared and submitted by District contractor(s) that record changes made during the construction of the Project on a Conforming Set, including changes
5. Maximum Costs

5.1 District’s obligation hereunder shall not at any time exceed the amount approved by the Board of Trustees and approved by the District’s Vice President or designee for payment to the Signage Design Consultant pursuant to the terms of this Agreement.

5.2 Except as may be provided by applicable law governing emergency conditions, District has not authorized its Trustees, employees, officers and agents to request Signage Design Consultant to perform Services or to provide materials, equipment and supplies that would result in Signage Design Consultant performing Services or providing materials, equipment and supplies that exceed the scope of the Services, materials, equipment and supplies agreed upon in the Agreement unless the District amends the Agreement in writing and approves the amendment as required by law to authorize the additional Services, materials, equipment or supplies.

5.3 District shall not reimburse Signage Design Consultant for Services, materials, equipment or supplies provided by Signage Design Consultant beyond the scope of the Services, materials, equipment and supplies agreed upon in the Agreement and unless approved by a written amendment to the Agreement having been executed and approved in the same manner as this Agreement.

6. Qualified Personnel

6.1 For purposes of this Agreement, except for notices specified under Section 17 below, District shall direct all communications to Signage Design Consultant through Kate Keating, its Principal in Charge, at Kate Keating Associates, Inc. 1045 Sansome Street, Suite 202, San Francisco, CA 94111, and Signage Design Consultant shall direct all communications to District through Debra Mathau, its Construction Manager, Kentfield Campus, Swinerton Management & Consulting, Inc, at (physical address) 835 College Ave, Building MS-3, Kentfield, CA 94904. (mailing address) P.O. Box 144003, Kentfield, CA 94914.

6.2 Services under this Agreement shall be performed only by competent personnel under the supervision of and/or in the employment of Signage Design Consultant. Signage Design Consultant shall conform with District’s reasonable requests regarding assignment of personnel, but all personnel, including those assigned at District’s request, shall be supervised by Signage Design Consultant.

6.3 Signage Design Consultant agrees that all professional personnel assigned to the Project[s] will be listed in its proposal, Exhibit 1 to Appendix A, attached hereto and by this reference incorporated herein, and that the listed personnel will continue their assignments on the Project[s] and Program during the entire term of this Agreement. It is recognized that the listed personnel are not bound by personal employment contracts to Signage Design Consultant. Signage Design Consultant agrees that reassignment of any of the listed personnel during the Agreement period shall only be with other professional personnel who have equivalent experience and shall require the prior written approval of District. Any costs associated with reassignment of personnel shall be borne exclusively by Signage Design Consultant. Resumes for all listed professional personnel are attached to Exhibit 2 of Appendix A, and by this reference incorporated herein.

7. Representations

7.1 Signage Design Consultant represents that it has reviewed Appendix A, Services to be Provided by Signage Design Consultant, and that in its professional judgment the Services to be performed under this Agreement can be performed for a fee including expenses within the maximum amount set forth in the Compensation Schedule established in Appendix B. Payments to Signage Design Consultant, and within the times specified in the Milestone Schedule.

7.2 [Not Used.]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day first mentioned above.

"District"

MARIN COMMUNITY COLLEGE DISTRICT, a political subdivision of the State of California

By: _____________________________

Al Harrison
Vice President of College Operations

"Signage Design Consultant"

Kate Keating Associates, Inc.

By: _____________________________

Kate Keating
Principal

END OF DOCUMENT
APPENDIX A

SERVICES TO BE PROVIDED BY SIGNAGE DESIGN CONSULTANT

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated June 12, 2007, between the Marin Community College District (the “District”), and Kate Keating Associates, Inc. (“Signage Design Consultant”) providing for professional services.

1. Projects Under this Agreement

1.1 General

Total work scope (building, site work, landscaping, parking, etc.)

District Exterior Signage Program / Project Number # 812A

Scope of Work- District Signage Program

The project scope encompasses development of a master plan for an exterior wayfinding and signage program for the Kentfield and Indian Valley campuses. The overall goal of the project is to produce a clear, concise exterior signage program that efficiently directs pedestrians and vehicles to their destinations safely, creates a unified experience for both campuses and reinforces established campus planning goals. Sign components to include: campus identification, including electronic message board; vehicular and pedestrian oriented wayfinding signage; including You-Are-Here maps; building identification; ADA routes and regulatory signage. The project scope also includes the development of District Signage Standards and Guidelines.

Diamond PE Complex Interior Signage Program / 308B

Scope of Work- Individual District Building Project- PE Complex Signage Program (#308B)

The individual building project scope encompasses the design of an interior and exterior project specific signage program. The project specific program will be based upon the District Building Signage Standards and Guidelines. The scope will include documentation of all required building signage for the operational, code and wayfinding aspects of the project.

1.2 Construction Budgets

The agreed upon “Budgeted Construction Cost,” above, means the anticipated value of the construction contract for the Project, as estimated after completion of the Programming Phase. Signage Design Consultant shall treat the Budgeted Construction Cost so identified as the District’s required construction cost for the Project. In performing its Services under this Agreement, Signage Design Consultant shall not rely upon or refer to District’s contingency budgets either for design, construction, or any items within those contingency budgets, nor shall any such contingency budgets be referred to in determining performance under this Agreement.

1.3 Criteria Governing Signage Design Consultant’s Services on Program and Each Project
APPENDIX B

PAYMENTS TO CONSULTANT

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated June 12, 2007, between the Marin Community College District (the “District”), and Kate Keating Associates, Inc. ("Consultant") providing professional services for Marin Community College District Campus-wide Measure C Update – Capital Improvement Programs, described in Appendix A.

1. Maximum Payment

Excluding Additional Services only, the Maximum Payment to Consultant for Work performed under this Agreement shall not exceed progress on the Projects described in Appendix A “Services to be Performed by Consultant”, their stated budgets, and the percentage allowances under Paragraph 2.2 below.

1.1 The parties shall pay Consultant based on progress on each phase of the project. Total Compensation for these Projects under this agreement shall not exceed One Hundred Twenty Three Thousand Six Hundred and Seventy Dollars and No Cents $123,670.

1.2 For purposes of this Appendix B, all work performed by Consultant prior to this Agreement shall be deemed performed under this Agreement and considered in calculating Consultant’s fees due under this Agreement. The Maximum Payment to Consultant described above shall apply in all circumstances except Additional Services.

1.3 [Not Used.]

1.4 In the event the District changes the scope of a Project referenced in Appendix A Paragraph 1.1, either increasing its size or decreasing its size, then the parties shall calculate fee based upon the revised construction value. If the District changes the scope of the Project after Consultant has commenced work on a Project, then the parties shall agree upon an equitable adjustment limited by the original fee for that Project, Consultant’s incurred costs and progress under Paragraph 2.2 below, and the revised scope of work and revised fee remaining.

1.5 For Projects where the work anticipated involves new construction and renovation construction, let under a single construction contract, thus implicating two fee schedules, the fee applicable to new construction shall apply to the new construction. For the renovation construction, the fee applicable to renovation construction shall apply as if a separate Project.

1.6 All expenses necessary to provide the Basic Services Consultant are included in the lump sum fee, such as expenses for: transportation and subsistence incidental thereto; providing and maintaining field office facilities including firm furnishings and utilities; toll telephone calls, mail and overnight delivery services; reproduction of reports, Drawings, Specifications, and similar Project-related items.

2. Methods of Payment for Services and Expenses of Consultant

2.1 For Basic Services on the Project: The District shall pay Consultant for basic services rendered under Appendix A a sum not exceeding the amount allocated to the Project in Paragraph 1 above, and, for the phases listed in Paragraph 2.2 below, a sum not exceeding the amount so allocated to that phase and for each project listed thereunder. Within each contract phase listed in Paragraph 2.2 below, Consultant shall be paid according to its percentage completion of each phase at each project.
2.2 Maximum Compensation to Consultant by Phase.

PROJECT: District Signage Master Plan / Project Number 812A (work completed under short-form, incorporated herein)

<table>
<thead>
<tr>
<th>PHASE of PROJECT</th>
<th>Percent of Project</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Programming Phase</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Master Plan: Report &amp; Guidelines</td>
<td></td>
<td>$15,000</td>
</tr>
<tr>
<td>Schematic Design Phase</td>
<td></td>
<td>$10,000</td>
</tr>
<tr>
<td>Design Development Phase</td>
<td></td>
<td>NIC</td>
</tr>
<tr>
<td>Construction Documents</td>
<td></td>
<td>NIC</td>
</tr>
<tr>
<td>Bidding Phase</td>
<td></td>
<td>NIC</td>
</tr>
<tr>
<td>Construction Phase</td>
<td></td>
<td>NIC</td>
</tr>
<tr>
<td>Operation / Project Closeout</td>
<td></td>
<td>NIC</td>
</tr>
<tr>
<td>Total Basic Services</td>
<td></td>
<td>$100,000</td>
</tr>
</tbody>
</table>

PROJECT: PE Complex Signage Program / Project Number 308B

<table>
<thead>
<tr>
<th>PHASE of PROJECT</th>
<th>Percent of Project</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Programming Phase, Schematic Design Phase, Design Development Phase</td>
<td>40%</td>
<td>$9,468</td>
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<tr>
<td>Construction Documents</td>
<td>60%</td>
<td>$14,202</td>
</tr>
<tr>
<td>Total Basic Services</td>
<td>100 %</td>
<td>$23,670</td>
</tr>
</tbody>
</table>

Note: Bidding, Construction Administration & Project Close-out tasks are covered under the Architect's agreement for the Diamond PE Complex.

END OF APPENDIX B
APPENDIX C

MILESTONE SCHEDULE

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated June 12, 2007, between the Marin Community College District (the "District"), and Kate Keating Associates, Inc. ("Consultant") providing for professional services.

The following table(s) include a list of activities to be performed by Consultant, District and other parties with regard to Services under this Agreement, for which specific time deadlines for performance are set:

PROJECT: District Signage Master Plan / Project Number 812A & PE Complex Signage Program / Project Number 308B

<table>
<thead>
<tr>
<th>PROJECT ACTIVITY</th>
<th>PARTY</th>
<th>MILESTONE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMENCEMENT</td>
<td>KKA</td>
<td>September 15, 2006</td>
</tr>
<tr>
<td>PROGRAMMING PHASE - end</td>
<td>KKA</td>
<td>April 24, 2007</td>
</tr>
<tr>
<td>SCHEMATIC DESIGN PHASE--end</td>
<td>KKA</td>
<td>See notes.</td>
</tr>
</tbody>
</table>

Notes:
1. The schedule for design services associated with the Diamond PE Complex shall follow the published individual project schedule and be coordinated with that project team for deliverables due dates.
2. The schedule for the District Signage Design Services deliverables as noted above is dependent upon the available review meeting dates and timely responses of the District Signage Design Subcommittee.

END OF APPENDIX C
BACKGROUND:

The Measure C bond program includes projects to install geothermal heat exchange fields on both campuses to improve the District’s heating and cooling demands. The fields will require less major mechanical equipment (both in size and quantity) such as chillers and cooling towers and, in turn, will reduce overall maintenance, repair and replacement costs.

The District recommends assigning the design of these fields to its mechanical/electrical/plumbing consultant, Alfa Tech Cambridge Group, Inc. Alfa Tech’s contract, executed on August 31, 2005, includes nine previously approved amendments. Amendment #10, to cover professional design services for development of construction bid documents for geothermal exchange fields at Kentfield and Indian Valley campuses, is presented herein for approval as follows:

Amendment # 10

A. KTD: Provide Design Services and Construction Administrative Services for installation of vertical bore and piping for condenser water to serve heating and cooling demands for new Science/Math/Central Plant, Performing Arts and Fine Arts at the Kentfield campus. This geothermal field will also provide condenser water for a new replacement chiller at Student Services.
   A.1 Basic Services for SMCP, SS, PA and FA $294,060

B. IVC: Provide Design Services and Construction Administrative Services for installation of vertical bore and piping for condenser water to serve heating and cooling demands for new Main Building at the Indian Valley campus.
   B.1 Basic Services for new Main Building $155,129

Total Amendment #10 $449,189

Alfa Tech Cambridge Group, Inc. will provide full design and construction phase services for development of geothermal exchange fields at KTD and IVC campuses. Because this is a “task” assignment, only portions of the long form contract are incorporated into the task.

FISCAL IMPACT:

Amendment # 10 will be paid from Measure C bond funds.
The total amount of this contract to date is $1,762,562, as follows:

<table>
<thead>
<tr>
<th>Amendment</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amt</td>
<td>$ 487,035.00</td>
<td>District-wide master planning</td>
</tr>
<tr>
<td>Amendment # 1</td>
<td>$ 64,080.00</td>
<td>District-wide Security Assessment</td>
</tr>
<tr>
<td>Amendment # 2</td>
<td>$ 139,110.00</td>
<td>Photometric Study, exterior lighting; assessment &amp; evaluation report; Master Planning assistance; grant funding application assistance; develop baseline data for gas, water, sewer &amp; electrical utilities for each building &amp; develop evaluation of primary utility infrastructure. Project specific expanded design &amp; construction phase scopes for Larkspur Annex Demolition (Project # 321A)</td>
</tr>
<tr>
<td>Amendment # 3</td>
<td>$ 68,500.00</td>
<td>Energy modeling for KTD projects</td>
</tr>
<tr>
<td>Amendment # 4</td>
<td>$ 40,000.00</td>
<td>Study on Emerging Solar Technologies</td>
</tr>
<tr>
<td>Amendment # 5</td>
<td>$ 6,907.50</td>
<td>Develop District Security Standards</td>
</tr>
<tr>
<td>Amendment # 6</td>
<td>$ 97,200.00</td>
<td>Geothermal field test bores; KTD and IVC</td>
</tr>
<tr>
<td>Amendment # 7</td>
<td>$ 198,740.00</td>
<td>Photovoltaic energy system design for PE Complex (Project #308D)</td>
</tr>
<tr>
<td>Amendment #8</td>
<td>$ 20,000.00</td>
<td>IVC Power Plants – (Project #407A) – Boiler Replacement</td>
</tr>
<tr>
<td>Amendment #9</td>
<td>$ 191,800.50</td>
<td>KTD: Replace Chiller (Project #850A)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>District-wide: Technology Infrastructure Standards (Project # 210C)</td>
</tr>
<tr>
<td>Amendment #10</td>
<td>$ 449,189.00</td>
<td>KTD: Development construction bid documents for geothermal exchange field (Project #305B)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>IVC: Development construction bid documents for geothermal exchange field (Project #417B)</td>
</tr>
</tbody>
</table>

**Total Contract Amount** $1,762,562

**RECOMMENDATION:**

The Superintendent/President recommends that the Board approve Amendment # 10 to Alfa Tech Cambridge Group, Inc. in the amount not to exceed $ 449,189 for engineering design/construction administration services.
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 6/12/07 Consultant: Alta Tech Cambridge Group

Project(s) (name and number): Geothermal Exchange Field

Type of contract (check all that apply):

___ Full service (architecture)  ___ Task contract (specialty consultant)

___ Short form  ___ Long form

Original _____ or Amendment # 10

Amount of this contract/amendment: $449,189

Total amount of contract to date including this amendment $1,762,562

Documents to be included in Board packet (check and initial):

___ Full agreement  ___ Changes to agreement

___ Appendix A  ___ Changes to Appendix A  Reviewed: AGC

___ Appendix B  ___ Changes to Appendix B  Reviewed: AGC

___ Appendix C  ___ Changes to Appendix C  Reviewed: AGC

___ Appendix D  ___ Changes to Appendix D  Reviewed: AGC

___ Appendix E  ___ Changes to Appendix E  Reviewed: AGC

___ Other backup materials? __________________________

Legal review required? _____ Yes  X  No  If yes, counsel’s initials: ________

If not, why not? previously approved template

Agenda cover page prepared by: JS  Reviewed by: ________

Submittal sign-off:

Program Manager:  Director: Archambeck

Amendment Checklist  6/4/2007 1
### Measure C Bond Modernization Program

**Checklist for Consultant Contract Review**

<table>
<thead>
<tr>
<th>Amendments</th>
<th>Reviewed by:</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑  Are there changes to the master agreement?</td>
<td>Yes</td>
</tr>
<tr>
<td>Have they been reviewed by legal counsel?</td>
<td>N/A, Yes, No</td>
</tr>
<tr>
<td>☑  Appendix A: is the scope of work consistent with the requirements of the</td>
<td>Yes, No</td>
</tr>
<tr>
<td>master agreement?</td>
<td></td>
</tr>
<tr>
<td>☑  Appendix B: is the fee appropriate to the scope of work?</td>
<td>Yes, No</td>
</tr>
<tr>
<td>Is the fee within budget?</td>
<td>N/A, Yes, No</td>
</tr>
<tr>
<td>If not, does it require a budget transfer?</td>
<td></td>
</tr>
<tr>
<td>☑  Do the numbers all add up correctly?</td>
<td>Yes, No</td>
</tr>
<tr>
<td>☑  Appendix C: is the milestone schedule appropriate, reasonable, and</td>
<td>Yes, No</td>
</tr>
<tr>
<td>sufficient to manage the scope of work?</td>
<td></td>
</tr>
<tr>
<td>☑  Appendix D: are the deliverables sufficient to manage the scope of work?</td>
<td>Yes, No</td>
</tr>
<tr>
<td>☐  Appendix E: has the insurance requirement changed?</td>
<td>Yes, No</td>
</tr>
<tr>
<td>Reviewed by legal counsel?</td>
<td>N/A, Yes, No</td>
</tr>
<tr>
<td>☑  Coordination: cross-check all items in amendment with one another</td>
<td></td>
</tr>
</tbody>
</table>

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**Agenda cover page**

Reviewed by: Vice President Al Harrison

| ✔  Is the type of contract clearly defined?                                | Yes, No      |
| Basic or additional service?                                              | Basic, Add'l |
| ☑  Is the reason for the amendment clearly stated?                        | Yes, No      |
| ☐  Do the amendment amounts match the amended Appendix B?                 | Yes, No      |
| ☐  Are the project title and number included and correct?                 | Yes, No      |
AMENDMENT 10

To the Professional Services Agreement between the
MARIN COMMUNITY COLLEGE DISTRICT
and
Alfa Tech Cambridge Group, Inc.

June 12, 2007

AMENDMENT 10 TO APPENDIX A – SCOPE OF SERVICES

This is an AMENDMENT attached to, and made a part of the Professional Services Agreement
(Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT
(District) and Alfa Tech Cambridge Group, Inc. (Consultant).

APPENDIX A

1. Additional Services

   Task 1: KTD Geothermal Exchange Field (Project #305B)

   Scope:
   Provide Design Services and Construction Administration Services for installation of
   vertical bore and piping for condenser water to serve heating and cooling demands for new
   Science/Math/Central Plant, Performing Arts and Fine Arts at the Kentfield campus. This
   geothermal field will also provide condenser water for a new replacement chiller at Student
   Services.

   Task 2: IVC Geothermal Exchange Field (Project #417B)

   Scope:
   Provide Design Services and Construction Administration Services for installation of
   vertical bore and piping for condenser water to serve heating and cooling demands for new
   Main Building at the Indian Valley campus.

END OF AMENDMENT 10 TO APPENDIX A
AMENDMENT 10 to Appendix B – Payments to Consultant

This is an AMENDMENT attached to, and made a part of, Appendix B – Payments to Consultant of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Alfa Tech Cambridge Group, Inc. (Consultant).

1. Amount of Compensation for Services to Architect

1.1. Original Long Form Contract Amount $487,035.00

1.2. Total Amendment # 1 District-wide Security Assessment $64,080.00

1.3. Total Amendment # 2 Photometric Study, exterior lighting; assessment & evaluation report; Master Planning assistance; grant funding application assistance; develop baseline data for gas, water, sewer & electrical utilities for each building & develop evaluation of primary utility infrastructure. * Project specific expanded design & construction phase scopes for Larkspur Annex Demolition (Project # 321A) $139,110.00

1.4. Total Amendment # 3 Energy modeling for KTD projects $68,500.00

1.5. Total Amendment # 4 Study on Emerging Solar Technologies $40,000.00

1.6. Total Amendment # 5 Develop District Security Standards $ 6,907.50

1.7. Total Amendment # 6 Perform test bores at Kentfield and Indian Valley to determine thermal conductivity for application in heating and cooling systems. Included are tests and computer modeling for each site. $97,200.00

1.8. Total Amendment #7 Develop construction documents for crystalline PE Complex PV solar Energy panels and supporting structures. Provide bidding assistance and Construction phase services. $198,740.00

1.9. Total Amendment #8 Develop specification documents for replacement of one boiler in Power Plant #1 at the IVC campus. $ 20,000.00

1.10. Total Amendment #9 Task 1: KTD Replace Chiller at Dance/Landscape. Provide design and limited construction phase services. Task 2: District-wide Technology Infrastructure Plan and Standards. Develop and update District IT standards. $191,800.50

1.11. The Task List for Work as described in AMENDMENT 10 to Appendix A shall be as follows:

Task 1: KTD - Provide Design Services and Construction Administration Services for Geothermal Exchange Field to provide heating/cooling for SMCP, FA/FA, SS ["Basic Services"]. Basic Services to be performed on a lump sum basis in the amount of $294,060

2
Task 2: IVC – Provide Design Services and Construction Administration Services for geothermal exchange field to provide heating/cooling for New Main Building (Project #417B). Services to be performed on a lump basis in the amount of $155,129.

Total Amendment # 10 $449,189

Total Contract Amount $1,762,562

Notes: Invoices for all tasks in Appendix B above shall be invoiced by percentage complete.

END OF AMENDMENT 10 TO APPENDIX B
**AMENDMENT 10 to Appendix C – Milestone Schedule**

This is an AMENDMENT attached to, and made a part of, Appendix C – Milestone Schedule of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Alfa Tech Cambridge Group, Inc. (Consultant).

The following table is a list of activities to be performed by Consultant, District and other parties with regard to work authorized under AMENDMENT 10 to Appendix A – Scope of Services under this Agreement, for which specific time deadlines for performance shall be set as follows:

<table>
<thead>
<tr>
<th>ACTIVITY:</th>
<th>MILESTONE DATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1: Geothermal system at Kentfield Campus</td>
<td>Design phase: 6/13/07 - 8/15/07 Bid phase:</td>
</tr>
<tr>
<td></td>
<td>8/16/07 - 10/31/07 Construction Phase:</td>
</tr>
<tr>
<td></td>
<td>11/15/07 - 3/15/08</td>
</tr>
<tr>
<td>Task 2: Geothermal system at Indian Valley Campus</td>
<td>Design phase: 6/13/07 - 8/15/07 Bid phase:</td>
</tr>
<tr>
<td></td>
<td>8/16/07 - 10/31/07 Construction Phase:</td>
</tr>
<tr>
<td></td>
<td>11/15/07 - 2/15/08</td>
</tr>
</tbody>
</table>

END OF AMENDMENT 10 TO APPENDIX C
AMENDMENT 10 to Appendix D – Deliverables

This is an AMENDMENT attached to, and made a part of, Appendix D – Deliverables of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Alfa Tech Cambridge Group, Inc. (Consultant).

1. Deliverables for Work Authorized under AMENDMENT 10 to Appendix A – Scope of Work

The deliverables required include without limitation the following items:

Task 1
Complete set of design drawings and specification documents suitable for bid and construction purposes; construction cost estimates; Record Documents based on as-built drawings provided by the contractor.

Task 2
Complete set of design drawings and specification documents suitable for bid and construction purposes; construction cost estimates; Record Documents based on as-built drawings provided by the contractor.

END OF AMENDMENT 10 TO APPENDIX D
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Subject: Landscape Site Work, Royston Hanamoto Alley & Abey (RHAA)
Reason for Board Consideration: ACTION APPROVAL

Date: June 12, 2007
Item & File No. C.13.B.1.e(ii)
Enclosure(s): LF Contract Amendment # 4

BACKGROUND:

The Board of Trustees approved Royston Hanamoto Alley & Abey (RHAA) as the District Landscape Architect on June 14, 2005 and approved a contract for $451,875 on August 31, 2005. The Board has previously approved Amendments #1, #2 and #3 for Urban Forestry Inspection Services; Landscape Assessment Report; and landscape design services associated with various other projects such as the Gas Main Replacement Project, Ignacio Creek Erosion Mitigation Plan and the Diamond PE Complex Renovation; and District Construction Phasing Diagrams. Amendment #4 is presented herein for approval, as follows:

Amendment # 4

$50,060

This amendment covers schematic design services associated with the following projects: IVC Bridges &Pathways (# 413A) and IVC Parking Lot- Bioswale (# 401B), and Landscape Maintenance Manpower Plans for the Fire Mitigation Project (# 418A).

FISCAL IMPACT:

Amendment # 4 will be paid from Measure C bond funds. The total amount of this contract to date is as follows:

Long Form Contract: $451,875
Amendment #1: $36,605
Amendment #2: $76,790
Amendment #3: $49,824
Amendment #4: $50,060

Total amended long form contract: $665,154

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve Amendment # 4 to RHAA in the amount of $50,060 for landscape design services associated with the above projects on both the Indian Valley and Kentfield campuses.

Administrator Initiating Item
V-Anne Chernock
Director of Modernization

Administrator Approving Item
Albert J. Harrison II
Vice President, College Operations
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 10/12/07    Consultant: RHAA

Project(s) (name and number): Landscape Site Work (Project # 413A, 401B & 418A)

Type of contract (check all that apply):
   ___ Full service (architecture)   ___ Task contract (specialty consultant)
   ___ Short form   __ Long form

Original ______  or  Amendment # 4

Amount of this contract/amendment: $50,000

Total amount of contract to date including this amendment $160,515

Documents to be included in Board packet (check and initial):

   ___ Full agreement   ___ Changes to agreement    Reviewed:
   ___ Appendix A   ___ Changes to Appendix A    Reviewed: N/A
   ___ Appendix B   ___ Changes to Appendix B    Reviewed: N/A
   ___ Appendix C   ___ Changes to Appendix C    Reviewed: N/A
   ___ Appendix D   ___ Changes to Appendix D    Reviewed: N/A
   ___ Appendix E   ___ Changes to Appendix E    Reviewed: N/A
   ___ Other backup materials?    Reviewed:

Legal review required? _____ Yes   _____ No    If yes, counsel’s initials: ______

If not, why not? COMPLETE PREVIOUSLY REVIEWED/APPROVED

Agenda cover page prepared by: DM    Reviewed by: ______

Submittal sign-off:
Program Manager: ______ Director: ______
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Amendments

☑ Are there changes to the master agreement?
   Have they been reviewed by legal counsel?
   Yes □ No □ N/A

☑ Appendix A: is the scope of work consistent with the requirements of the master agreement?
   Yes □ No □

☑ Appendix B: is the fee appropriate to the scope of work?
   Yes □ No □

☑ Is the fee within budget?
   If not, does it require a budget transfer?
   N/A □ Yes □ No □

☑ Do the numbers all add up correctly?
   Yes □ No □

☑ Appendix C: is the milestone schedule appropriate, reasonable, and sufficient to manage the scope of work?
   Yes □ No □

☑ Appendix D: are the deliverables sufficient to manage the scope of work?
   Yes □ No □

☑ Appendix E: has the insurance requirement changed?
   Reviewed by legal counsel?
   N/A □ Yes □ No □

☑ Coordination: cross-check all items in amendment with one another

Agenda cover page

☑ Is the type of contract clearly defined?
   Basic or additional service?
   Yes □ No □ Basic □ Add'l □

☑ Is the reason for the amendment clearly stated?
   Yes □ No □

☑ Do the amendment amounts match the amended Appendix B?
   Yes □ No □

☑ Are the project title and number included and correct?
   Yes □ No □
AMENDMENT 4

To the Professional Services Agreement between the
MARIN COMMUNITY COLLEGE DISTRICT
and
Royston Hanamoto Alley & Abey

June 12, 2007

AMENDMENT 4 to APPENDIX A – SCOPE OF SERVICES

APPENDIX A

1. Additional Services

   Task List:
   1. Project Set-up / Existing Conditions analysis
   2. Site Program
   3. Schematic Design
   4. LEED Services
   5. IVC Fire Mitigation Landscape Maintenance / Manpower Plan

END OF AMENDMENT 4 TO APPENDIX A
AMENDMENT 4 to Appendix B – Payments to Consultant

This is an AMENDMENT attached to, and made a part of, Appendix B – Payments to Consultant of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Reyston Hanamoto Alley & Abey (Consultant).

1. **Amount of Compensation for Services to Consultant**

   **Original Contract Amount**
   District-wide landscape master planning and assessment $451,875

   **Total Amendment #1**
   Urban Forestry Inspection Services for the implementation phase of the IVC Fire Mitigation Project and for the Tree Removal project implementation phase at both campuses; Management and Tree Protection plans for tree removal and protection in construction zones and zone access areas on the Kentfield Campus. $36,605

   **Total Amendment #2**
   Landscape Assessment Report; Ignacio Creek Erosion Mitigation Plan; Fire Mitigation Plan; Tree Removal Plan; Gas Main Replacement Project; Diamond PE Complex Renovation $76,790

   **Total Amendment #3**
   Kentfield Campus Construction Phasing Diagrams; Indian Valley Construction Phasing Diagrams; and Diamond PE Complex Construction Phasing Diagrams. $49,824

   **Total Amendment #4**
   $50,060

   The Task List for Work as described in AMENDMENT 4 to Appendix A shall be as follows:

   1. Project Set-up / Existing Conditions analysis $3,050
   2. Site Program $3,975
   3. Schematic Design $11,900
   4. LEED Services $7,675
   5. IVC Fire Mitigation Landscape Maintenance / Manpower Plan $23,460

   **Total Contract Amount** $665,154

1.1 The specific Guaranteed Maximum Price (“GMP”) for work authorized under AMENDMENT 4 to Appendix A – Scope of Services shall not exceed $50,060. Payments made for services authorized under AMENDMENT 4 to Appendix A shall be considered to be part of the GMP agreed to in Appendix B – Payments to Consultant.
AMENDMENT 4 to Appendix C – Milestone Schedule

This is an AMENDMENT attached to, and made a part of, Appendix C – Milestone Schedule of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Royston Hanamoto Alley & Abey (Consultant).

The following table is a list of activities to be performed by Consultant, District and other parties with regard to work authorized under AMENDMENT 4 to Appendix A – Scope of Services under this Agreement, for which specific time deadlines for performance shall be set as follows:

<table>
<thead>
<tr>
<th>ACTIVITY:</th>
<th>MILESTONE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Set-up / Existing Conditions analysis</td>
<td>6/15/07</td>
</tr>
<tr>
<td>Site Program</td>
<td>6/29/07</td>
</tr>
<tr>
<td>Schematic Design</td>
<td>7/12/07</td>
</tr>
<tr>
<td>LEED Services</td>
<td>6/15/07 through CA Phase</td>
</tr>
<tr>
<td>IVC Fire Mitigation Landscape Maintenance / Manpower Plan</td>
<td>8/31/07</td>
</tr>
</tbody>
</table>

END OF AMENDMENT 4 TO APPENDIX C
AMENDMENT 4 to Appendix D – Deliverables

This is an AMENDMENT attached to, and made a part of, Appendix D – Deliverables of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Reyston Hanamoto Alley & Abey (Consultant).

Deliverables for Work Authorized under AMENDMENT 4 to Appendix A – Scope of Work

The deliverables required include without limitation the following items in electronic format and as described in the original long form contract design services to be provided and attached RHAA proposals as noted below:

Task List:

1. Project Set-up / Existing Conditions analysis
2. Site Program
3. Schematic Design
4. LEED Services
5. IVC Fire Mitigation Landscape Maintenance / Manpower Plan

Reference RHAA proposals dated June 1, 2007

END OF AMENDMENT 4 TO APPENDIX D
BACKGROUND:

Measure C projects include construction and modernization of the Fine and Performing Arts Complex on the Kentfield campus; relocation of the Environmental Landscape greenhouse and shade structure to IVC; and the IVC Transportation Technology Complex project. These projects require specialized civil engineering services, as follows:

- Supplemental topographic mapping within the Fine and Performing Arts Complex project boundaries to include the exact location of heritage trees
- Supplemental Topographic service for the Greenhouses project at IVC
- Design services for the additional Pedestrian Access/Fire Access Road requirement by Novato Fire Department for the Transportation Technology Complex project

The District recommends assigning these tasks to the District civil engineer, CSW/Stuber-Stroeh. CSW’s contract and seven amendments have been previously approved. Amendment #8 is presented herein for approval, as follows:

**Amendment #8**

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Topographic mapping for Fine/Arts</td>
<td>$11,470</td>
</tr>
<tr>
<td>Topographic services for IVC Greenhouses</td>
<td>$ 7,750</td>
</tr>
<tr>
<td>TransTech road design</td>
<td>$11,000</td>
</tr>
</tbody>
</table>

**FISCAL IMPACT:**

Amendment #8 will be paid from Measure C bond funds. Because the design services for the Transportation Technology Complex are required by an outside agency and were not originally budgeted, the District requests a budget allocation from program reserves (Project 900A) to cover this expense.

The total amount of CSW’s contract to date is as follows:

<table>
<thead>
<tr>
<th>Amendment</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract</td>
<td>$436,067</td>
<td>District-wide master planning and assessment</td>
</tr>
<tr>
<td>Amendment #1</td>
<td>$21,560</td>
<td>Larkspur Annex Design (#321A)</td>
</tr>
<tr>
<td>Amendment #2</td>
<td>$188,755</td>
<td>District-wide additional boundary, Local agency reviews, surveys, expanded scope at Lark Annex (#321A), initial scope analysis of IVC Creek Erosion (#419A) and IVC Storm Drain Repairs (#401A)</td>
</tr>
<tr>
<td>Amendment #3</td>
<td>$87,010</td>
<td>Master planning of Kentfield campus utility systems in support of proposed Bond Spending Implementation Plan</td>
</tr>
<tr>
<td>Amendment #4</td>
<td>$12,040</td>
<td>Initial utility surveying for new IVC Main Building (#417A), DSA submittal for Lark Annex (#321A)</td>
</tr>
<tr>
<td>Amendment #5</td>
<td>$86,170</td>
<td>Design services for Kentfield West Bridge (#301A), supplemental topographic surveying for PE Complex (#308B)</td>
</tr>
<tr>
<td>Amendment #6</td>
<td>$18,550</td>
<td>Design services for utility extensions to PE Complex (#308B)</td>
</tr>
<tr>
<td>Amendment #7</td>
<td>$285,988</td>
<td>Design and investigation services for IVC infrastructure projects</td>
</tr>
</tbody>
</table>
Amendment # 8  $ 30,220  Topographic Services for FA/PA boundary area; Supplemental topographic base map for the IVC Greenhouses project (#408A); Full Design Services for the Pedestrian Access and Fire Access Road for Transportation Technology project (#402A)

Total Amended Contract Amount  $1,166,360

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve Amendment #8 to CSW/Stuber-Stroeh Engineering Group, Inc. in the amount of $30,220 for topographic base map and engineering design services and allocate $11,000 from reserves to cover the cost of Task 3, design services for the TransTech Complex pedestrian access and fire access road.
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 10/12/07 Consultant: CSMW/Stuber-Stroeh
Project(s) (name and number): Survey FA1PA #300C, Design Svcs Rpd access/fee rd. #462A
Type of contract (check all that apply):
___ Full service (architecture)  ___ Task contract (specialty consultant)
___ Short form  ___ Long form
Original  or Amendment # 8
Amount of this contract/amendment: $30,220
Total amount of contract to date including this amendment $1,166,360

Documents to be included in Board packet (check and initial):
___ Full agreement  ___ Changes to agreement  Reviewed: ___
___ Appendix A  ___ Changes to Appendix A  Reviewed: Mc
___ Appendix B  ___ Changes to Appendix B  Reviewed: Mc
___ Appendix C  ___ Changes to Appendix C  Reviewed: Mc
___ Appendix D  ___ Changes to Appendix D  Reviewed: Mc
___ Appendix E  ___ Changes to Appendix E  Reviewed: ___
___ Other backup materials?  Reviewed: ___

Legal review required?  Yes  ✔ No  If yes, counsel’s initials: ___
If not, why not?  no changes to legal language

Agenda cover page prepared by: DM/PE  Reviewed by: ___

Submittal sign-off:
Program Manager: ___ Director: ___
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Amendments
Reviewed by: ________________________________

☐ Are there changes to the master agreement? Have they been reviewed by legal counsel? Yes No
N/A Yes No

☐ Appendix A: is the scope of work consistent with the requirements of the master agreement? Yes No

☐ Appendix B: is the fee appropriate to the scope of work? Yes No

☐ Is the fee within budget? If not, does it require a budget transfer? Yes No N/A Yes No

☐ Do the numbers all add up correctly? Yes No

☐ Appendix C: is the milestone schedule appropriate, reasonable, and sufficient to manage the scope of work? Yes No

☐ Appendix D: are the deliverables sufficient to manage the scope of work? Yes No

☐ Appendix E: has the insurance requirement changed? Reviewed by legal counsel? Yes No N/A Yes No

☐ Coordination: cross-check all items in amendment with one another

Agenda cover page
Reviewed by: ________________________________

Vice President Al Harrison

☐ Is the type of contract clearly defined? Basic or additional service? Yes No Basic Add?

☐ Is the reason for the amendment clearly stated? Yes No

☐ Do the amendment amounts match the amended Appendix B? Yes No

☐ Are the project title and number included and correct? Yes No
AMENDMENT 8

To the Professional Services Agreement between the
MARIN COMMUNITY COLLEGE DISTRICT
and
CSW/Stuber-Stroeh Engineering Group, Inc.

June 12, 2007

AMENDMENT 8 to APPENDIX A – SCOPE OF SERVICES

This is an AMENDMENT attached to, and made a part of the Professional Services Agreement
(Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT
(District) and CSW/Stuber-Stroeh Engineering Group (Consultant).

APPENDIX A

1. Additional Services

   Task 1  Perform a detailed survey for landscaping and underground work by Marcy Wong Donn
   Logan Architects within the area of the Fine Arts and Performing Arts boundaries with
   special attention to heritage trees and ADA pathways.

   Task 2  Provide a supplemental Topographic base map for the Greenhouses project at IVC.

   Task 3  Provide design services for the Pedestrian Access/Fire Vehicle Access Road for the
   Transportation Technology project at IVC per the Novato Fire Department requirements.

END OF AMENDMENT 8 TO APPENDIX A
AMENDMENT 8 to APPENDIX B – PAYMENT TO CONSULTANT

This is an AMENDMENT attached to, and made a part of, Appendix B - Scope of Services of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and CSW/Stuber-Strech Engineering Group, Inc. (Consultant).

I. **Amount of Compensation for Services to Consultant**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amount</td>
<td>$436,067</td>
</tr>
<tr>
<td>District-wide master planning and assessment</td>
<td></td>
</tr>
<tr>
<td><strong>Total Amendment #1</strong></td>
<td></td>
</tr>
<tr>
<td>Larkspur Annex Design (#321A)</td>
<td>$21,560</td>
</tr>
<tr>
<td><strong>Total Amendment #2</strong></td>
<td></td>
</tr>
<tr>
<td>District-wide additional boundary, Local agency reviews, surveys, expanded</td>
<td>$188,755</td>
</tr>
<tr>
<td>scope at Lark Annex (#321A), initial scope analysis of IVC Creek Erosion</td>
<td></td>
</tr>
<tr>
<td>(#419A) and IVC Storm Drain Repairs (#401A)</td>
<td></td>
</tr>
<tr>
<td><strong>Total Amendment #3</strong></td>
<td></td>
</tr>
<tr>
<td>Master planning of Kentfield campus utility systems in support of proposed</td>
<td>$87,010</td>
</tr>
<tr>
<td>Bond Spending Implementation Plan</td>
<td></td>
</tr>
<tr>
<td><strong>Total Amendment #4</strong></td>
<td></td>
</tr>
<tr>
<td>Initial utility surveying for new IVC Main Building (#417A), DSA submittal</td>
<td>$12,040</td>
</tr>
<tr>
<td>for Lark Annex (#321A)</td>
<td></td>
</tr>
<tr>
<td><strong>Total Amendment #5</strong></td>
<td></td>
</tr>
<tr>
<td>Design services for Kentfield West Campus Bridge (#301A), supplemental</td>
<td>$86,170</td>
</tr>
<tr>
<td>topographic surveying for PE Complex (#308B)</td>
<td></td>
</tr>
<tr>
<td><strong>Total Amendment #6</strong></td>
<td></td>
</tr>
<tr>
<td>Design services for utility extensions to PE Complex (#308B)</td>
<td>$18,550</td>
</tr>
<tr>
<td><strong>Total Amendment #7</strong></td>
<td></td>
</tr>
<tr>
<td>Misc. geotechnical, survey and design services (11 tasks) related to both</td>
<td>$285,988</td>
</tr>
<tr>
<td>KTD and IVC.</td>
<td></td>
</tr>
<tr>
<td><strong>Amendment #8</strong></td>
<td></td>
</tr>
<tr>
<td>Task 1 Perform a detailed survey as per attached requirements from Marcy</td>
<td>$11,470</td>
</tr>
<tr>
<td>Wong Donn Logan Architects within the area of the Fine Arts and Performing</td>
<td></td>
</tr>
<tr>
<td>Arts boundaries.</td>
<td></td>
</tr>
<tr>
<td>Task 2 Develop Provide a supplemental Topographic base map for the</td>
<td>$7,750</td>
</tr>
<tr>
<td>Greenhouses project at IVC.</td>
<td></td>
</tr>
<tr>
<td>Task 3 Provide design services for the Pedestrian Access/Fire Vehicle</td>
<td>$11,000</td>
</tr>
<tr>
<td>Access Road for the Transportation Technology project at IVC per the Novato</td>
<td></td>
</tr>
<tr>
<td>Fire Department requirements.</td>
<td></td>
</tr>
<tr>
<td><strong>Total Amendment #8</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$30,220</td>
</tr>
</tbody>
</table>
Total Contract Amount $1,166,360

1.1 The specific Guaranteed Maximum Price ("GMP") for work authorized under AMENDMENT 8 to Appendix A – Scope of Services shall not exceed $30,220. Payments made for services authorized under AMENDMENT 8 to Appendix A shall be considered to be part of the GMP agreed to in Appendix B – Payments to Consultant.

END OF AMENDMENT 8 TO APPENDIX B
AMENDMENT 8 TO APPENDIX C – MILESTONE SCHEDULE

This is an AMENDMENT attached to, and made a part of, Appendix C – Milestone Schedule of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and CSW/Stuber-Stroeh Engineering Group, Inc. (Consultant).

The following table is a list of activities to be performed by Consultant, District and other parties with regard to work authorized under AMENDMENT 8 to Appendix A – Scope of Services under this Agreement, for which specific time deadlines for performance shall be set as follows:

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>MILESTONE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Survey for Performing and Fine Arts areas</td>
<td>6/15/07</td>
</tr>
<tr>
<td>Topographic Base Maps for IVC Greenhouses</td>
<td>6/15/07</td>
</tr>
<tr>
<td>Engineering Design Services for Fire Access Road</td>
<td>To follow 402A project schedule</td>
</tr>
</tbody>
</table>

END OF AMENDMENT 8 TO APPENDIX C
AMENDMENT 8 to Appendix D – Deliverables

This is an AMENDMENT attached to, and made a part of, Appendix D – Deliverables of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and CSW/Stuber-Stroeh Engineering Group. (Consultant).

1. Deliverables for Work Authorized under AMENDMENT 8 to Appendix A – Scope of Work

The deliverables required include without limitation the following items in electronic format:

**Task 1** Detailed survey data and maps for landscaping and underground work by Marcy Wong Donn Logan Architects within the area of the Fine Arts and Performing Arts boundaries with special attention to heritage trees and ADA pathways.

**Task 2** Supplemental Topographic base map for the Greenhouses project at IVC to include the following items: contour lines; ground elevation shots; ADA control points; trees, including location, type and caliber; tree drip lines (taken from aerial photograph info); location of service connections; and existing utility lines.

**Task 3** Provide full engineering design services and documentation for the Pedestrian Access/Fire Vehicle Access Road for the Transportation Technology project at IVC per the Novato Fire Department requirements.

END OF AMENDMENT 8 TO APPENDIX D
## Budget Transfer Approval Form

### Transfer From:

<table>
<thead>
<tr>
<th>Project No.</th>
<th>Project Name</th>
<th>JCAF No. &amp; Description</th>
<th>Account Code</th>
<th>Amount</th>
<th>Existing Budget Amount</th>
<th>Revised Budget Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>900A</td>
<td>Reserves</td>
<td>5.) Contingency</td>
<td>70000</td>
<td>$11,000.00</td>
<td>$17,800,000.00</td>
<td>$17,789,000.00</td>
</tr>
</tbody>
</table>

**Total:** $11,000.00

### Transfer To:

<table>
<thead>
<tr>
<th>Project No.</th>
<th>Project Name</th>
<th>JCAF No. &amp; Description</th>
<th>Account Code</th>
<th>Amount</th>
<th>Existing Budget Amount</th>
<th>Revised Budget Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>402A</td>
<td>Transportation Tech Comp 2A.) Plans &amp; Working Drawings</td>
<td>82010</td>
<td>$11,000.00</td>
<td>$1,117,000.00</td>
<td>$1,126,000.00</td>
<td></td>
</tr>
</tbody>
</table>

**Total:** $11,000.00

### Reason For Budget Transfer:

Additional requirement for Fire Vehicle Access Road per Novato Fire Department.

### Distribution List:

<table>
<thead>
<tr>
<th>Title</th>
<th>Approved (Sign and Date)</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>SMC PM/CM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SMC Financial Controls Manager</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SMC Estimator/Scheduler Manager</td>
<td></td>
<td>This transfer only covers the added design cost and not the added construction cost.</td>
</tr>
<tr>
<td>SMC Program Manager</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Director of Modernization</td>
<td></td>
<td></td>
</tr>
<tr>
<td>V.P. of College Operations</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Please review and approve by signing and dating in the space provided and forward to the next individual on the Distribution List.
To: Board of Trustees                                      Date: June 12, 2007
From: Superintendent/President                           Item & File No. C.13.B.2.a(i)
Subject: Pomo 4 Roof Replacement, Project # 402B  Approve Project, Authorize Bidding and Pre-Authorize Award
Reason for Board Consideration: APPROVAL
Enclosure(s): None

BACKGROUND:

The existing wood shake roofs on the IVC campus are in urgent need of replacement. Multiple roof leaks have occurred over the years causing much damage to interior structures and building systems. In addition the wood shake roofs are a considerable fire hazard and the Novato Fire Department has urged the campus to replace them as soon as possible.

The existing roof on Pomo 4 is a top priority for replacement. The Board previously approved a contract amendment for HKIT Architects to develop a standard bid package for the Pomo 4 roof replacement. The Board is now asked to approve the Pomo 4 roof project and authorize bidding. Because the bid date does not coincide well with upcoming scheduled Board meetings, the Board is also asked to authorize the Superintendent/President or her designee to award a contract to the lowest responsible bidder, with the proviso that the contract will be brought to the next available Board meeting for ratification.

FISCAL IMPACT:

The total construction budget for this project is estimated at $223,000. The project funds are identified in the Measure C bond budget allocated for the Transportation Technology Complex (Project #402). State matching funds in the amount of $100,000 will also be applied to this project.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the Pomo 4 roof replacement project, authorize bidding, and authorize the Superintendent/President or her designee to award a contract to the lowest responsible bidder, subject to ratification at the next available Board meeting.

Administrator Initiating Item
V-Anne Chernock
Director of Modernization

Administrator Approving Item
Albert J. Harrison II
Vice President, College Operations

1 A sample of the roofing product will be available at the Board meeting for review if requested.
2 The standard bid package also outlines a standard roof specification for all future roof replacements on the IVC campus.
3 The full project budget is $308,100.
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA  94904  

BOARD AGENDA ITEM

To:  Board of Trustees  
From:  Superintendent/President  
Subject:  Authorize Project Stabilization Agreement  
Reason for Board Consideration:  

<table>
<thead>
<tr>
<th>APPROVAL</th>
<th>2005 Briefing, Swinerton Study</th>
</tr>
</thead>
</table>

**BACKGROUND:**

On March 8, 2005 the Board of Trustees received a briefing on Project Labor Agreements (PLAs) (attached herein for review). The briefing provided statistics and summarized pros and cons without bias for or against PLAs.

Swinerton Project Management & Consulting has more recently completed a fact-finding study on Project Stabilization Agreements (a slightly different and generally preferable approach to PLAs). The Swinerton study (attached) explains PSAs in terms of stated District goals and indicates that seven of the “Bay 10” community colleges have entered into PLAs or PSAs for their bond programs.

Understanding the Board’s support for local labor, and based on the Swinerton study and extensive discussions with various constituents, staff recommends that the Board of Trustees authorize the District to negotiate one Project Stabilization Agreement to cover the bond’s two largest new building projects, which are the largest on each campus, i.e. Science/Math/Central Plant Complex at Kentfield and the Main Building at IVC. These two projects (out of seven total building projects currently included in the bond program) coincidentally constitute exactly half of the dollar value of the seven major building projects in the bond (about $64 million in construction value). This approach will provide equal opportunity for union and non-union contractors to participate in the successful completion of the Measure C bond program.

**FISCAL IMPACT:**

No fiscal impact is anticipated from this action.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board authorize the District to negotiate one Project Stabilization Agreement to cover the Science/Math/Central Plant Complex at Kentfield and the Main Building at Indian Valley. The final agreement will be brought to the Board for ratification at a later date.
PROJECT LABOR AGREEMENT
INFORMATION BRIEF

Board of Trustees Study Session
March 8, 2005

COLLEGE OF
MARIN

Presenters

- José Nuñez, Measure C Executive Director,
  College of Marin
- Jeff Gee, Program Executive,
  Swinerton Management & Consulting
- Dave Kirn, Program Manager,
  Swinerton Management & Consulting
Intent

- To present background information on Project Labor Agreements
- Provide components of some recent Project Labor Agreements
- Present comments from Owners and Contractors regarding their opinions of Project Labor Agreements
- Provide a framework for Board discussion of Project Labor Agreements and their potential application for the Bond Program.

PROJECT LABOR AGREEMENT (PLA)

- Unique to the construction industry
- Initially established as an agreement between contractors and groups of building trade unions for specific projects
- Developed to supersede local trade agreements and local trade practices when larger contractors had nationwide agreements with building trades
- Has been expanded to agreements between Owners and groups of building trades to cover multi-project building programs
Common Elements

These are some of the common elements in a PLA:

- CBA's cover a specific geographic area
  - CBA's usually take into account local market trends
  - CBA's usually last three to five years
  - CBA's are negotiated between a contractor and a specific trade
  - CBA's are superceded by Project Labor Agreements

Common Elements (cont'd)

- Require recognition of the signatory union(s) as the exclusive bargaining representatives for covered workers
- Prohibit organized work stoppages (strikes) & lock-outs
- Requires hiring through union referral systems (hiring hall)
- Requires all contractors and subcontractors become signatory to the PLA
- Requires that all union employees be in good standing with dues
Common Elements (cont'd)

- Establish standard work rules, hours, holidays, overtime pay and dispute resolution procedures
- Establish wages/benefits & drug testing
- Establish management rights regarding hiring, promotion, transfer, discipline, discharge, and rejection of any applicant referred by a union
- Establish pre-job conference prior to commencing construction to clarify the scope of work between trades
- Establish a labor management committee to meet on a regular basis

Common Elements (cont’d)

- Other PLA elements:
  - Social Justice Program
    - Local Business Preference
    - Local Workforce Hiring
  - Supplemental Trust Contributions
  - Worker’s Comp “Carve-outs”
  - Underutilized Business Enterprise
History of PLA’s

- Contractors and unions have used PLA’s for major projects of extended duration that require many different trades
- Nationally the use of PLAs has declined as union enrollment has declined
- Examples of California projects with PLA’s:
  - Shasta Dam
  - SF Yerba Buena Center
  - National Ignition Facility, Lawrence Livermore Labs
  - San Francisco International Airport
  - BART
  - LA Blue Line
  - Diamond Valley Reservoir
  - San Joaquin Hills Corridor

### History of PLA’s (cont’d)

<table>
<thead>
<tr>
<th>Project</th>
<th>Owner</th>
<th>Date</th>
<th>Completion</th>
<th>Cost (Unadjusted to Current Real Dollars)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Los Angeles Convention Center</td>
<td>City of Los Angeles</td>
<td>1990</td>
<td>1993</td>
<td>$390 million</td>
</tr>
<tr>
<td>San Joaquin Hills Corridor</td>
<td>CalTrans and San Joaquin Hills Transportation</td>
<td>1993</td>
<td>1996</td>
<td>$795 million</td>
</tr>
<tr>
<td>Merrithew Memorial Hospital</td>
<td>Contra Costa County</td>
<td>1995</td>
<td>1998</td>
<td>$82 million</td>
</tr>
<tr>
<td>Concord Police Facility</td>
<td>City of Concord</td>
<td>1995</td>
<td>1996</td>
<td>$12 million</td>
</tr>
<tr>
<td>Los Vaqueros Dam</td>
<td>Contra Costa Water District</td>
<td>1995</td>
<td>1997</td>
<td>$450 million</td>
</tr>
<tr>
<td>Bollman Water Treatment</td>
<td>Contra Costa Water District</td>
<td>1995</td>
<td>1999</td>
<td>$35 million</td>
</tr>
<tr>
<td>Golden Gate Bridge Seismic Retrofit</td>
<td>GG Bridge, Highway &amp; Transportation District</td>
<td>1999</td>
<td></td>
<td>$120 million</td>
</tr>
<tr>
<td>San Francisco International Airport</td>
<td>City/County of San Francisco</td>
<td>1996</td>
<td>2001</td>
<td>$2.4 billion</td>
</tr>
<tr>
<td>National Ignition Facility</td>
<td>Lawrence Livermore Labs</td>
<td>1997</td>
<td>2005</td>
<td>$1.2 billion</td>
</tr>
</tbody>
</table>
History of PLA’s (cont’d)

<table>
<thead>
<tr>
<th>Project</th>
<th>Owner</th>
<th>Date</th>
<th>Completion</th>
<th>Cost (Unadjusted to Current Real Dollars)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vista College</td>
<td>Peralta Community College District</td>
<td>2004</td>
<td>2006</td>
<td>$67 million</td>
</tr>
<tr>
<td>San Mateo Community College District</td>
<td>San Mateo Community College District</td>
<td>2003</td>
<td>2007</td>
<td>$90 million</td>
</tr>
<tr>
<td>Oakland USD Bond Program</td>
<td>Oakland USD School Board</td>
<td>2000</td>
<td>-</td>
<td>$200 million</td>
</tr>
<tr>
<td>Los Angeles Unified School District – New School and Rehabilitation</td>
<td>Los Angeles Unified School District School Board</td>
<td>1999</td>
<td>-</td>
<td>$2.4 billion</td>
</tr>
<tr>
<td>Santa Ana Unified School District</td>
<td>Santa Ana Unified School District Board</td>
<td>2000</td>
<td>2005</td>
<td>Projects greater than $250,000</td>
</tr>
<tr>
<td>West Contra Costa Unified School District</td>
<td>West Contra Costa USD School Board</td>
<td>2000</td>
<td>-</td>
<td>$120 million</td>
</tr>
<tr>
<td>Eastside Unified School District</td>
<td>Eastside USD School Board</td>
<td>2002</td>
<td>-</td>
<td>$298 million</td>
</tr>
</tbody>
</table>

Facts

- Private construction in California much more likely to use PLA’s (82 Calif. PLA’s surveyed, 72% were private projects)

- PLA’s are “valued by contractors on huge construction projects where a myriad of trades will be brought in to do one particular task.”

- Bureau of Labor Statistics: Union enrollment has declined over the last century. Less than 20% of all construction workers nationally are unionized.

- All contractors must pay workers at least the established prevailing wage, independent of the application of a PLA
Recent Political Changes

- June 1999 President Clinton issued Executive Memorandum giving federal departments the option to use PLA's on large and significant construction projects "where a [PLA] will advance the Government's procurement interest in cost, efficiency and quality..."
- February 2001 President Bush issued Executive Order prohibiting the use of PLA's on federally financed construction projects
- April 2001 President Bush amended his directive to exempt projects with a PLA established before 2/17/01 from his executive order

Argument for PLA

- Reduces the risk of construction delays from worker shortages or labor disputes
- Fosters cooperation between the construction workforce and management
- Established divisions of labor provide benefits:
  - Formal apprenticeship training programs
  - Network referral systems (hiring halls)
  - Labor discipline
  - Higher skill levels developed by specialization
Argument Against PLA

- Possibility for strikes & lockouts still exists (wildcat)
- Anti-competitive by excluding non-union contractors
- Organizing tool to require construction workers on a PLA project to pay for union membership
- Increased construction costs to taxpayers

Argument Against PLA (cont’d)

- Rigid divisions of labor and work rules slow down productivity. Non-union workforce rules allow:
  - Assignment of work across trade lines
  - Use of laborers to move materials
  - Employment of generalized helpers
  - Setting hourly wages based upon specific market requirements
- Project-only union members may lose benefit of payments to union controlled benefit programs at end of the project
Viewpoints

"Most important and most clearly set out in the President's Memorandum [Clinton] is that PLA's should be employed where they will advance the Government's procurement interest in cost, efficiency and quality and in promoting labor-management stability as well as compliance with applicable legal requirements. Accordingly, PLA's should be used where they address broad public and policy interests, not the narrower interests of builders, unions or employees."

- Nancy McFadden, General Counsel United States Department of Transportation

"...union referral systems are positive, well-proven systems, especially on large complex projects."

- Bechtel

Viewpoints (cont’d)

Refuting a claim that PLA’s are anti-competitive, "We have seen no reduction in competition...and [the presence of PLA’s] has consistently produced bids at or below the engineer's estimate."

- Michael D'Antuono, President of Parsons Construction Company

"...many in our workforce are multi-trade...I was unable to utilize this benefit due to the union's involvement. Laborers are only allowed to perform labor that fits within their trade."

- Rosario Ramirez Girard, Owner Phoenix Construction Services
Viewpoints (cont’d)

"Public owners have a duty to the public to be fiscally responsible... These interests are not served when the agency requires a union-only PLA, which discourages the vast majority of the industry (over 80%) from bidding, particularly small and minority- or women-owned businesses."

- Barbara Hoberock, Owner Inh Companies

"In its May 1998 report on project labor agreements on federal construction contracts, the General Accounting Office was unable to document any cost-efficiencies achieved by [PLA’s]."

- Mike La Pointe, Vice President JL Steel Inc

The previous statements were taken from testimony given at the August 6, 1998 Hearing for the House Small Business Committee

Viewpoints (cont’d)

- The Beacon Hill Institute at Suffolk University, 2003 Study on PLA’s and School Construction Costs in Massachusetts
  - Analyzed 126 school construction projects in the Boston and Massachusetts area
  - Findings:
    - Construction costs are 8% - 15% higher on PLA projects when compared to non-PLA projects

".contracts for construction should be awarded solely on the basis of merit rather than union affiliation."

- Associated Building Contractors
Marin County Master Labor Agreements
2005 Contract Expirations

<table>
<thead>
<tr>
<th>Trade Agreement</th>
<th>Expiration</th>
</tr>
</thead>
<tbody>
<tr>
<td>IBEW (Electricians)</td>
<td>5/31/05</td>
</tr>
<tr>
<td>Cement Masons</td>
<td>6/15/05</td>
</tr>
<tr>
<td>BAC - Bricklayers</td>
<td>6/30/05</td>
</tr>
<tr>
<td>BAC – Terrazzo &amp; Mosaic</td>
<td>6/30/05</td>
</tr>
<tr>
<td>Glaziers</td>
<td>6/30/05</td>
</tr>
<tr>
<td>Hod Carriers – Mason Tender</td>
<td>6/30/05</td>
</tr>
<tr>
<td>Roofers</td>
<td>7/31/05</td>
</tr>
<tr>
<td>Sprinkler Fitters</td>
<td>7/31/05</td>
</tr>
<tr>
<td>Laborers – Asbestos Renewal</td>
<td>11/30/05</td>
</tr>
<tr>
<td>Laborers – Lead Paint Removal</td>
<td>11/30/05</td>
</tr>
</tbody>
</table>

Recent Industry Work
Stoppages

<table>
<thead>
<tr>
<th>Year</th>
<th>Union</th>
<th>Dates</th>
<th>Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>2000</td>
<td>BAC - Bricklayers</td>
<td>7/20 - 25</td>
<td>Greater Bay Area</td>
</tr>
<tr>
<td>2000</td>
<td>Tapers</td>
<td>8/1 - 16</td>
<td>Greater Bay Area</td>
</tr>
<tr>
<td>2001</td>
<td>Painters</td>
<td>7/1 - 20</td>
<td>Greater Bay Area</td>
</tr>
<tr>
<td>2001</td>
<td>Painters (SF)</td>
<td>7/1 - 30</td>
<td>San Francisco</td>
</tr>
<tr>
<td>2001</td>
<td>Plasterers</td>
<td>7/1 - 20</td>
<td>Greater Bay Area</td>
</tr>
<tr>
<td>2002</td>
<td>Carpet Layers</td>
<td>7/1 - 20</td>
<td>Greater Bay Area</td>
</tr>
<tr>
<td>2002</td>
<td>Glaziers</td>
<td>7/1 - 27</td>
<td>Greater Bay Area</td>
</tr>
</tbody>
</table>
Conclusion

- PLAs have evolved from large single projects to multi-project or program agreements
- Several Bay Area Programs have PLAs
- PLAs are negotiated independently for each project or program, can contain many elements, and can apply to:
  - An entire Capital Improvement Program, or
  - Be project-specific, based on:
    - Project complexity, and/or
    - Project construction cost

Conclusion

- A PLA may also satisfy the Labor Compliance requirements in Ed Code 81700 of a Community College Design-Build project
- PLAs are not about wages paid workers
- There are many political, economic and social issues surrounding Project Labor Agreements
MARIN COMMUNITY COLLEGE DISTRICT

PROJECT STABILIZATION AGREEMENT
CONSTRUCTION PROGRAM REVIEW

I. PURPOSE

Swinerton Management & Consulting ("SMC") was retained to assist the Marin Community College District ("District") to evaluate whether or not a Project Stabilization Agreement ("PSA") for its Bond Measure C construction projects could be in the best interest of the District. SMC retained the labor relations firm, Scarth-Lyons & Associates, to assist in gathering and analyzing information regarding Project Stabilization Agreements.

II. BACKGROUND

The voters of Marin County approved Bond Measure C in 2004. Bond Measure C provided two hundred forty nine million five hundred thousand dollars ($249,500,000). With this funding, the District will be able to: modernize science laboratories, classrooms and libraries; provide modern computer technology, upgrade fire safety, campus safety, disabled access, energy conservations systems and electrical wiring for the computer technology and repair; construct, acquire and equip classrooms, laboratories and facilities. The construction period will extend from 2008 to 2013. Both campuses will remain open during the construction period.

III. METHODOLOGY

The methodology utilized in this evaluation involved the following three steps:

1. Meeting with District representatives to identify the District’s goals relative to the construction projects;
2. Evaluating the stated goals against the purposes and provisions of other PSAs utilized on community college bond construction programs; and
3. Surveying the practices of other Bay Area community college districts relative to utilizing PSA’s for bond construction programs.
In our meeting with District representatives, the following goals were identified:

(1) Construction value through competitive bidding and quality construction;
(2) Timely completion of construction without labor disruption;
(3) Safety in and around the construction sites; and
(4) Development of educational and career opportunities in the construction industry for the District’s students.

These goals were evaluated against the provisions contained in the Chabot/Las Positas Community College District, Peralta Community College District and San Mateo Community College District Project Agreements. These agreements were selected because they are generally representative of all agreements in this segment of the construction industry and, more importantly, because SMC and Scarth-Lyons & Associates were directly involved in the drafting and/or negotiation of each agreement, thereby providing additional insight into inclusion of particular provisions within each agreement.

IV. ANALYSIS

A. Achievement of District Goals Through the Use of a PSA

Project Stabilization Agreements are pre-hire collective bargaining agreements unique to the construction industry. A Project Stabilization Agreement is a type of Project Labor Agreement that contains general provisions covering the project (scope, no strike/no lockout, jurisdictional dispute, apprentice, referral, labor-management meetings and dispute resolution procedures), but incorporates by reference the specific work rules contained in the applicable craft local collective bargaining agreement. By way of comparison, a Project Labor Agreement is considered a “stand alone” agreement that sets forth all of the terms and conditions applicable to the specific project and does not incorporate provisions of any other agreement(s). Both public and private owners have used project Agreements for over fifty years to construct large, complex, multi-craft construction projects. While the reasons for using PSAs on such projects vary, they are generally viewed by owners as risk management tools in that they can minimize the risk of construction delays due to lack of access to a supply of skilled construction crafts people and jobsite labor disruptions as well as provide a vehicle to standardize work rules across construction craft workers on the project.

PSAs are controversial. Public entities considering PSAs for significant construction projects usually attract proponents and opponents to the hearings where the consideration of using a PSA is discussed. There have been studies performed which support and refute the “effectiveness” of PSAs on public works construction projects. It is difficult to isolate any empirical data on whether or not the PSA itself was the sole cause of either a positive or negative outcome on a particular construction project since there are so many other contributory variables.
1. Construction value through competitive bidding and quality construction.

Both private and public owners engaged in significant construction projects share this objective. Proponents and opponents of PSAs argue with equal vigor that PSAs enhance/detract from competitive bidding and quality construction. Opponents argue that PSAs discourage bidding by non-union contractors thereby decreasing competition and increasing construction costs. Proponents argue that the use of a PSA "levels the field" by establishing common project labor rules (and enforcement) encouraging more contractors to bid, thereby creating a competitive bidding environment. Because each construction project is unique, it is difficult—if not impossible—to identify whether the use/non-use of a PSA (or any other single factor) led to its success or problems.

Like other "tools", a PSA can be used to increase the likelihood of a successful project. Pre-qualification of bidders, active construction management, good business practices of the owner all contribute to a successful project. A PSA utilizing union referral systems provides contractors access to a supply of skilled craft workers who have been through state approved apprentice programs in every apprenticeable craft provides another tool. A trained and skilled worker generally provides a better quality of work. Non-union contractors have established state approved apprentice programs in a number of construction trades, however, the union programs have been established longer and have significantly more enrolled participants.

Since the District's projects utilize public funds, each contractor (union and non-union) will be required to pay the prevailing wage for each craft. Thus, the base labor rates for each contract should be the same. The contract bid values then are determined by projected labor productivity, material costs and the overhead and profit components. Access to a greater pool of skilled, trained construction craft workers should lead to a more productive work force. Using a PSA to provide access to skilled, trained workers and minimizing the risk of construction delay because of a labor disruption should have a beneficial effect on bids.

2. Timely completion of construction without labor disruption.

One of the most important reasons private and public owners utilize a PSA is to minimize the risk of construction delay due to a labor disruption. Generally, a disruption in construction arises either through an inability to secure a sufficient supply of skilled construction craft workers to the project or through a strike or jobsite action by unionized construction craft workers.

The ability of a contractor to secure a sufficient supply of skilled workers is a function of the process by which a contractor attracts and retains employees and the construction labor market at the time the project is being built. In periods of high
employment, contractors with access to an established worker referral system have the ability to secure additional craft workers in a timely and efficient manner. Current projections indicate considerable construction activity in the commercial, transportation, industrial and education segments of the bay area construction markets. In the ten Bay Area community college districts alone, there is over $3 Billion in approved construction bond money to be expended on projects constructed from 2007-2013. In addition, there exists a strong potential for additional bond measures to be submitted to the voters in various districts. Accordingly, access to an efficient, established craft worker referral system will provide a competitive advantage.

One important provision found in nearly every PSA is access to the established referral systems employed by the signatory building trades unions. All contractors (union and non-union) have access to these systems under a PSA with such a provision. Such systems provide access to the local, regional and national labor pools of each signatory craft. The periodic labor/management meetings also serve as a vehicle for contractors to provide advance notice to the particular building trades crafts of the labor projections on the project to ensure sufficient supply of as needed. In this manner, a PSA provides a mechanism to minimize the risk of delay due to inability to secure an adequate supply of skilled craft workers.

The second general labor related construction delay is the strike or jobsite action by union construction craft workers. Such labor disruptions generally occur during the negotiation of a collective bargaining agreement. The construction craft unions whose collective bargaining agreement expires during the period from 2007 to 2010 are shown in Table 1 below.

<table>
<thead>
<tr>
<th>Craft Union</th>
<th>CBA Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insulators/Asbestos Workers</td>
<td>2007</td>
</tr>
<tr>
<td>Boilermakers</td>
<td>2007</td>
</tr>
<tr>
<td>Bricklayers</td>
<td>2007</td>
</tr>
<tr>
<td>Carpenters</td>
<td>2008</td>
</tr>
<tr>
<td>Carpet/Linoleum</td>
<td>2008</td>
</tr>
<tr>
<td>Electricians</td>
<td>2008</td>
</tr>
<tr>
<td>Iron Workers</td>
<td>2010</td>
</tr>
<tr>
<td>Laborers</td>
<td>2010</td>
</tr>
<tr>
<td>Millwrights</td>
<td>2008</td>
</tr>
<tr>
<td>Operating Engineers</td>
<td>2010</td>
</tr>
<tr>
<td>Painters</td>
<td>2009</td>
</tr>
<tr>
<td>Sheet Metal Workers</td>
<td>2009</td>
</tr>
<tr>
<td>Teamsters</td>
<td>2010</td>
</tr>
<tr>
<td>Tile/Terrazzo</td>
<td>2007</td>
</tr>
</tbody>
</table>

*Craft Collective Bargaining Agreements with geographic coverage of Marin County.

The most important element of a PSA from the perspective of either a public or private owner is the ability to minimize the risk of construction delay caused by a strike or jobsite action by construction craft workers. For this reason, every
PSA we are aware of contains provisions prohibiting strikes and/or jobsite actions by construction craft workers and provisions for an expedited arbitration if such an action occurs in spite of this prohibition. While these provisions alone generally achieve their intended purpose of preventing strikes/jobsite actions and lockouts, such actions have occurred on two large projects in the Bay Area covered by project agreements. There was a "wildcat" strike on the San Francisco Airport Project and a safety jobsite action at the Port of Oakland Project. In each case, however, the expedited arbitration process was invoked and the labor actions halted with a minimal impact to the projects.

3. Safety in and around the construction sites.

There are many factors that affect safety on a particular job site (safety philosophy of the contractor(s), type of construction, complexity of construction, jobsite congestion (workers, equipment, material), etc. An important component to overall jobsite safety is the training and work practices of the individual workers as well as an overall awareness of the safety considerations on a particular jobsite. This is extremely important where, as here, the construction sites are located on active college campuses.

We are not aware of any studies correlating the use/non-use of a PSA and jobsite safety experience. Most PSAs, however, do have provisions requiring adherence to project wide safety rules and periodic labor/management meetings where representatives of the owner, contractor(s) and labor representatives discuss issues related to the project, including safety issues. In addition, most workers on a project covered by a PSA have been through apprentice training and journeyman upgrade training including various OSHA safety training courses.

4. Development of educational and career opportunities in the construction industry for District students.

District representatives expressed an interest in utilizing the significant construction projects on both campuses as a vehicle to expose district students to the various career opportunities in the construction industry. The Indian Valley Campus is planning to host Overview of Construction Career Courses through Community Education.

Other community college and school districts have utilized PSAs to provide district students with exposure and access to the construction industry careers and district resident’s access to jobs on their projects. The provisions in these PSAs were carefully developed, taking into consideration the resources available to all parties and each individual District’s specific goals.
In addition, the PSAs at Chabot-Las Positas Community College District and Peralta Community College District included provisions in their PSAs to provide as much preference for local hires (district residents) as permitted within the law. Unlike other pre-hire collective bargaining agreements, PSAs have also been utilized successfully by owners to achieve broader objectives of interest to the particular owner.

B. Survey of Other Districts’ Use of PSAs

Of the nine other community college districts in the immediate Bay Area, five (City College of San Francisco, Peralta, San Mateo, San Jose-Evergreen and Chabot/Las Positas) have adopted PLA/PSAs for use on construction projects funded by bond measures. Two districts are currently considering using a PSA (Contra Costa and Foothill-DeAnza), one district has not considered using a PSA (West Valley-Mission) and one district has decided not to use a PSA (Ohlone). (See attached Community College Analysis Chart.)

Two districts (San Mateo and Peralta) have completed bond funded construction programs covered by Project Agreements. In the case of San Mateo, the bond construction projects included the construction of new buildings and the renovation of existing buildings. Overall, 10 projects were covered by the PSA. Final construction estimates were prepared for all projects at the completion of construction documents. The total value of the construction costs for all 10 projects was in excess of $80 million. All projects had multiple bidders and the bids were at or below the estimates. The contractors performing the work on the projects were a mix of union and non-union contractors. The construction projects were completed on schedule. San Mateo found the use of a PSA was so successful on these projects, that the Board adopted a PSA for its second bond program at their meeting of April 25, 2007.

The Peralta Community College District constructed one bond funded project (Vista College in Berkeley) under a Project Agreement. On that project, there were three bidders with the low bid of $40 million compared to the engineer’s estimate of $42 million. The contractors performing the work were a mix of union and non-union contractors. While there were some delays during construction, the project was completed on schedule. None of the construction delays were caused by an interruption in the supply of labor.

V. CONCLUSION

Project Stabilization Agreements have been used with increasing frequency by public entities – including community college districts. The use of a Project Stabilization Agreement by the District could further the District’s goals of construction value through competitive bidding and quality construction, timely completion of construction without labor disruption, safety in and around the construction sites and the development of career opportunities for District students.
## Community College Analysis
**San Francisco Bay Area "Bay 10"**
**Updated: 5/16/07**

<table>
<thead>
<tr>
<th>Community College District</th>
<th>Bond Program</th>
<th>Amount</th>
<th>Program Duration</th>
<th>PSA</th>
<th>PLA Decision</th>
<th>Projects Covered by PLA</th>
<th>Approx. Value of Projects</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>College of Marin</td>
<td>Y</td>
<td>$250,000,000</td>
<td>7 yrs</td>
<td>N/A</td>
<td>P</td>
<td>Mission and Chinatown campuses</td>
<td>N/A</td>
<td>Consideration by BOT</td>
</tr>
<tr>
<td>City College of San Francisco</td>
<td>Y</td>
<td>$250,000,000</td>
<td>7 yrs</td>
<td>X</td>
<td>Yes</td>
<td>Evans Campus seismic retrofits CDC, Health Services, Health &amp; Well Baobao Infra.</td>
<td>$250M</td>
<td>Executed, January 2005</td>
</tr>
<tr>
<td>West Valley-Mission</td>
<td>Y</td>
<td>$235,000,000</td>
<td>5 yrs</td>
<td>N/A</td>
<td>N/A</td>
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<td>N/A</td>
<td>Early discussions in November 2006</td>
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<tr>
<td>Contra Costa</td>
<td>Y</td>
<td>$120,000,000</td>
<td>5 yrs</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
<td>$40M</td>
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<tr>
<td>Peralta*</td>
<td>Y</td>
<td>Various</td>
<td>5 yrs</td>
<td>X</td>
<td>Yes</td>
<td>Vista College</td>
<td>$125M</td>
<td>Approved by the BOT in 9/06</td>
</tr>
<tr>
<td>Chabot Las Positas*</td>
<td>Y</td>
<td>$498,000,000</td>
<td>7 yrs</td>
<td>X</td>
<td>Yes</td>
<td>LPC-Center for the Arts, CDC Chabot- Student Access Ctr., IOB PE Complex, Central Plant</td>
<td>$125M</td>
<td>Approved by the BOT in 9/06</td>
</tr>
<tr>
<td>San Mateo - 1st Bond*</td>
<td>Y</td>
<td>$207,000,000</td>
<td>5 yrs</td>
<td>X</td>
<td>Yes</td>
<td>SKY B&amp;7A, 3, 7, 8: CAN 3, 17 CSM 35, 36, 18, 1/5/8, Utilities</td>
<td>$100M</td>
<td>Approved by the BOT in 9/06</td>
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<tr>
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<td>Y</td>
<td>$468,000,000</td>
<td>7 yrs</td>
<td>X</td>
<td>Yes</td>
<td>CAN 16/18, 7, 5/6, 1, 13 CSM DB, 8, 12 SKY 7, 30, DB, 1, 2</td>
<td>$327M</td>
<td>BOT Approval 4/25/07</td>
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<tr>
<td>Foothill DeAnza</td>
<td>Y</td>
<td>$248,000,000</td>
<td>7 yrs</td>
<td>P</td>
<td>N/A</td>
<td></td>
<td>N/A</td>
<td>BOT approved to begin negotiations at 4/30/07 meeting</td>
</tr>
<tr>
<td>San Jose/Evergreen</td>
<td>Y</td>
<td>$135,000,000</td>
<td>7 yrs</td>
<td>X</td>
<td>Yes</td>
<td>All Projects</td>
<td>$135M</td>
<td>Approved by the BOT in 2006</td>
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<tr>
<td>Ohione College</td>
<td>Y</td>
<td>$200,000,000</td>
<td>5 yrs</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
<td>N/A</td>
<td>Titled a &quot;Construction Careers Agreement&quot; and is in effect a PSA</td>
</tr>
<tr>
<td>Solano</td>
<td>Y</td>
<td>$125,000,000</td>
<td>5 yrs</td>
<td>X</td>
<td>Yes</td>
<td>Student Learning Ctr., Vallejo and Vacaville Centers, B100</td>
<td>$40M</td>
<td>Approved by the BOT in 2004</td>
</tr>
</tbody>
</table>

P = Consideration is actively underway
N/A = No action is being taken on the issue
* SMC negotiated/administered the labor agreement for the District

---

**Other Bay Area School Districts w/PLA's**
- Albany Unified School District
- East Side Union High School District
- Mt. Diablo Unified School District
- West Contra Costa Unified School District
- Oakland Unified School District
- San Francisco Unified School District

**Other Community College Districts with PLA's**
- Los Angeles
- San Joaquin-Delta

**Other School Districts w/PLA's**
- Los Angeles
- Sacramento City Unified*
To: Board of Trustees  
From: Superintendent/President
Subject: 2009 – 2013 Five Year Construction Plan
Reason for Board Consideration: APPROVAL
Enclosure(s): Portions of 5-Year Plan 2009-2013

BACKGROUND:

The District is required to submit to the State Chancellor’s Office a five-year Construction Plan for continuing projects, and for projects that would be first considered for funding in 2009-2010. The Board, in turn, is required to approve the submission, with a promise to fulfill the list of project terms and conditions.

The District has no currently funded capital outlay projects pending, and is submitting with this plan one Initial Project Proposal and one Final Project Proposal for State funding:

- IPP: Child Development Center at Larkspur Annex, Kentfield (replacement for Center currently housed in Kentfield Administration Building, which is slated for deconstruction) $3,485,000
- FPP: Gateway Complex at Kentfield (replacement buildings for Administration, Olney Hall, Business / Management Center, and Harlan Center) $18,507,000 (An overview of the Gateway Complex project was presented in today’s afternoon workshop.)

Matching funds for these projects will come from the Measure C bond modernization program.

The Board is asked at this time to approve the submission of the five-year Construction Plan. The following portions of the plan are attached herein:

- Signature page and summary project list for five-year Construction Plan
- IPP for Child Development Center
- Approval page for Gateway FPP

The entire five-year plan and Gateway FPP will be available for Board review upon request.

FISCAL IMPACT:

None at this time.

RECOMMENDATION:

The President/Superintendent recommends that the Board of Trustees approve submittal of the 2009-2013 Five-Year Construction Plan.
2009-13 FIVE YEAR CONSTRUCTION PLAN
(2009-10 FIRST FUNDING YEAR)

Marin CCD

Prepared in reference to the Community College Construction Act of 1980
and
approved on behalf of the local governing board for submission to
the office of the Chancellor, California Community Colleges

Signed ________________________________
Frances L. White
(Chief Executive Officer)

Title _______________ Superintendent/President

Date _______________ 6/5/2007

Contact Person Al Harrison

Telephone (415) 457-8811

Date Received at Chancellor's Office
Chancellor's Office reviewed by

Notice of Approval
<table>
<thead>
<tr>
<th>No.</th>
<th>Project</th>
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<th>Source</th>
<th>Schedule of Funds</th>
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<tr>
<td>1</td>
<td>Reconstruct PE and Pool</td>
<td>College Of Marin</td>
<td>(C)(E)</td>
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<td>30,741</td>
<td>2008/2009</td>
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<td>2</td>
<td>Reconstruct Academic Building</td>
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<td>21,112</td>
<td>2009/2010</td>
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<td>3</td>
<td>Demo/Renovate Pomo #1</td>
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<td>(C)</td>
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<td>College Of Marin</td>
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<td>(C)(E)</td>
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<td>-663</td>
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<td>7</td>
<td>Replace Maintenance &amp; Operation Facil</td>
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<td>(C)(E)</td>
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<td>Fusselman Hall Modification</td>
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<td>10</td>
<td>Reconstruction of Plant and Infrastruct</td>
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<td>(W)</td>
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<tr>
<td></td>
<td>2012/2013</td>
<td></td>
<td></td>
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<td>11</td>
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<td>(C)</td>
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<td>2013/2014</td>
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<td>(C)</td>
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<td></td>
<td>7,590</td>
<td>2013/2014</td>
<td>State</td>
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<td>$98,000</td>
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District: Marin Community College District
College / Center: College Of Marin
Project Name: Child Development Center
Project Type: New Construction

Project Funding

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<th>Non-state</th>
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<td>Land Acquisition</td>
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<td>Prelim. Plans</td>
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<td></td>
<td>$3,485,000</td>
<td>$1,493,000</td>
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</table>

Total Cost: $4,978,000

Budget Year: 2010
Const. Cost Index: 4593
5 yr. Plan Priority: 12
Net ASF: 7,500
Total GSF: 10,715

Project Description: This project provides a modern and adequate Child Development Center for the College of Marin. It replaces a small program with inadequate space that is currently housed in the basement of the obsolete Administrative Center that will be demolished with the development of the Academic Gateway Project. State funding was previously appropriated (1998-99) for a new CDC but the money reverted when site problems prevented the project from being implemented. The scope of the project for a Center of about 7,500 ASF with the precise size to be determined after the analysis of the State guidelines for such Centers. At the estimated size, the cost would be approximately $4,978,000. The Center will be placed at the Larkspur annex, a site adjacent to other campus programs, and provide the amenities for a comprehensive CDC, most of which have not been available in the current limited space and will not be provided in temporary quarters. The proposed Center would accommodate up to 40 children, the limit of the present license, and allow increased WSCH associated with additional teaching components.

Describe how this project supports the district's educational and facility Master Plan and Five-Year Construction Plan:

This project provides a facility and expansion space for a program in the educational master plan. The current facility will be removed with the demolition of the Administrative Center to provide a site for the Academic Gateway project. Until a new facility is provided, the CDC will operate from temporary portable buildings. Without the new facility, the program cannot continue long term as it will lack the support required for a Center. A new CDC originally was approved for State funding in 1998-99 but could not be implemented due to site conditions. This proposal re-enters the CDC into the Five-Year Construction Plan to complement other facilities being developed by local funds.

Provide the CEQA Status of the project. Check all that apply.

<table>
<thead>
<tr>
<th></th>
<th>Project Under Review</th>
<th>Hearing Underway</th>
<th>Approved District/Filed Clearinghouse</th>
<th>Not Required</th>
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<td>Notice of Exemption</td>
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<td>Initial Study</td>
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<td>Negative Declaration</td>
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<td>Draft EIR</td>
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<td>Final EIR</td>
<td>□</td>
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</tbody>
</table>
Type of Project and Qualifying Information:
Please answer all questions. Unanswered questions will be considered not applicable

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<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
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<tr>
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- **Life Safety Project** - Required Supporting report is attached to establish imminent danger
- **Project Design** - Construction and equipment design conform with State design and cost guidelines
- **Infrastructure**
  - Check type of project: [ ] New Construction [ ] Reconstruction [ ] Replacement
  - [ ] Loss or failure of infrastructure is imminent.
  - **Master Planning or Project Planning** - District's general fund's ending balance is less than 5% of the total general fund
- **Instructional Space**
  - Check type of space: [ ] New Construction [ ] Replacement [ ] Alteration
  - [ ] Classroom [ ] Teaching Lab [ ] Lib/Learning Center
  - [ ] Office [ ] AVTV [ ] Other
- [ ] - This project will not cause total ASF in any category to exceed 110% of capacity/load ratio.
- [ ] **Academic Support, Student Services or Administrative Space**
  - Check type of space: [ ] New Construction [ ] Replacement [ ] Alteration
  - [ ] Classroom [ ] Teaching Lab [ ] Lib/Learning Center
  - [ ] Office [ ] AVTV [ ] Other
- [ ] **Other Facility Projects**
  - Check type of space: [ ] New Construction [ ] Replacement [ ] Alteration
  - Check primary ASF of request space: [ ] Physical Educ. [ ] Performing Arts
  - [ ] Child Develop. [ ] Maintenance [ ] Warehouse [ ] Cafeteria
  - [ ] Other facilities (to complete a balance campus)
- [ ] - There is an existing facility building in use for this proposed project.

**Supplemental Information and Alternatives Explored**
- [ ] - There is an existing facility in use for this proposed project.
- [ ] - Cost to reconstruct existing building is more than 50% of cost of a new building.
- [ ] - Usage in the new building will be the same as usage in the building replaced.
- [ ] - Replaced building will be demolished and costs are include in the project.
- [ ] - Alternative instructional delivery system, distance learning, other such means.
- [ ] - District or private funding sources
- [ ] - Other:
  - Total construction period in number of Months: [ ]

Additional Forms/Pages enclosed:
- District Five-Year Construction Plan or project related pages of said document
- Critical Life-safety third party justification
- Engineering test or other related documents
- JCAF 32 Cost Estimate Summary and Anticipated Time Schedule
- Other FPP related forms:

District Contact: V-Anne Chernock
Phone No.: 415-485-9343
Date: 5/29/2007
Prepared by: Bud Allen
E-mail Address: bud@ccsgroup.org

The district approves and verifies that this proposal presents the basic scope and cost of the project.

Approved by:

Name / Title

Signature / Date

6/5/2007
District: Marin Community College District

Project Location: College of Marin

(College, campus, or center)

Project Name: Academic Gateway Building

The district proposes funds for inclusion in the State capital outlay budget (check items):

- site acquisition
- preliminary plans
- working drawings
- construction
- equipment

District Certification

Contact Person: V-Anne Chernock

(Facilities, Planning and Development)

Telephone: 415 485 9343

E-Mail Address: V-Anne.Chernock@Marin.edu

Fax: ____________________________

Approved for submission: ____________________________

(Chancellor/President/Superintendent Signature)

Date: July 1, 2007

District Board of Trustees Certification

The Governing Board of the District approves the submission of this application to the Board of Governors of the California Community Colleges and promises to fulfill the succeeding list of Project Terms and Conditions.

(President of the Board of Trustees Signature and Date) ________________________________

(Secretary of the Board of Trustees Signature and Date) ________________________________

Attach a copy of the Board Resolution which substantiates approval of the application and promises to fulfill the Project Terms and Conditions.

Submit proposal to:

Facilities Planning and Utilization
Chancellor’s Office
California Community Colleges
1102 Q Street, 4th Floor
Sacramento, CA 95814

Chancellor’s Office Certification

Reviewed by: ____________________________

Date Completed: ____________________________
## BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
<th>June 12, 2007</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subject:</td>
<td>Delegation of Authority for Cancelled Meetings</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>Enclosure(s):</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### APPROVAL

None

### BACKGROUND:

Throughout the life of the Measure C bond program, Board approvals are scheduled monthly to keep the projects on schedule. If the Board should opt to cancel a meeting, the absence of a scheduled approval could cause delays to the program. The Board is therefore asked to delegate approval authority to the President/Superintendent or her designee in the event of a cancelled meeting, with the understanding that all such delegated items be returned to the next scheduled Board meeting for ratification.

### FISCAL IMPACT:

No specific impact, although maintaining a planned approval schedule in one form or another will help to control escalation costs.

### RECOMMENDATION:

The President/Superintendent recommends that the Board authorize her or her designee to approve any items related to the Measure C bond program that require immediate attention in the event of a cancelled Board meeting, with the understanding that all such delegated items will be returned to the next scheduled Board meeting for ratification.

---

Administrator Initiating Item

V-Anne Chernock

Director of Modernization

Administrator Approving Item

Albert J. Harrison

Vice President, College Operations
BACKGROUND:

The revised bond spending plan approved by the Board in February 2007 was based on data available at the time. Recognizing that new data would and will warrant periodic budget adjustments, the District requests a transfer of $46,800 from the Technology budget (#201C) to Alfa Tech’s budget (#806A) to cover a portion of their Amendment #9, approved on May 15, 2007.

FISCAL IMPACT:

This budget transfer has no impact on the bond spending plan bottom line, but simply improves the District’s ability to manage the budget.

RECOMMENDATION:

The Superintendent/President recommends that the Board approves a budget transfer for a Technology Infrastructure Plan and Standards in the amount of $46,800.
## Budget Transfer Approval Form

**Transfer From:**

<table>
<thead>
<tr>
<th>Project No.</th>
<th>Project Name</th>
<th>JCAF No. &amp; Description</th>
<th>Account Code</th>
<th>Amount</th>
<th>Existing Budget Amount</th>
<th>Revised Budget Amount</th>
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<td>9B.) FF&amp;E</td>
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**Transfer To:**

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**Total:** $46,800

**Reason For Budget Transfer:**

Provide funding for update to Technology Infrastructure Plan and Standards per District request.

**Distribution List:**

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<th>Comments</th>
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<tr>
<td>SMC Financial Controls Manager</td>
<td></td>
<td></td>
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<tr>
<td>SMC Estimator/Scheduler Manager</td>
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<td>SMC Program Manager</td>
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<tr>
<td>Director of Modernization</td>
<td></td>
<td></td>
</tr>
<tr>
<td>V.P. of College Operations</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Please review and approve by signing and dating in the space provided and forward to the next individual on the Distribution List.
BOARD AGENDA ITEM

To: Board of Trustees  Date: June 12, 2007
From: Superintendent/President  Item & File No. C.13.C
Subject: Public Hearing on MCCD/CSEA 196 Collective Bargaining Agreement

Reason for Board Consideration: Enclosure(s):
PUBLIC HEARING  Proposal

BACKGROUND:
The MCCD-CSEA Chapter 196’s Collective Bargaining Agreement expires on June 30, 2007. Attached is the District’s initial proposal for a successor agreement.

Government Code Section 3547 and Board Policy 5.0031 provide that proposals which relate to matters within the scope of representation shall be presented at a public meeting and, thereafter, shall be public record.

RECOMMENDATION:
The Superintendent/President recommends that the Board of Trustees present the proposals and hold a public hearing.

Administrator Initiating Item: Linda Beam, Executive Dean, Human Resources and Labor Relations
Marin Community College District
Initial Proposals to the California Schools Employees Association Chapter 196

Article 3: District Rights
A proposal will be submitted to more carefully delineate the District’s rights.

Article 6: Hours of Employment
Proposals will be submitted to provide flexibility for operational needs.

Article 7: Salary
Proposals will be submitted to restructure the existing salary schedule. Proposals will be submitted to modify and clarify placement on the salary schedule and longevity applicability. Proposals will be submitted to modify the Professional Growth Program.

Article 8: Fringe Benefits
Health and welfare benefits continue to increase. The District will propose changes to assure cost containment during the term of the Agreement.

Article 10: Vacation
Proposals will be submitted to modify the accrual and reporting of vacation as it relates to the district’s upcoming integrated management system and address the effects on bargaining members as a result of the implementation.

Article 11: Leaves
Proposals will be presented to modify the accrual and reporting of leaves, accommodate the district’s upcoming integrated management system and address the effects on bargaining members as a result of the implementation.

Article 12: Promotion/Transfers
Proposals will be presented to address the district’s upcoming online application, integrated management system and the effects on bargaining members as a result of the implementation. Proposals will be submitted to address probationary/permanent status affected as a result of a promotion. Proposals will be presented to accommodate the district’s upcoming modernization program and its effects on bargaining members during construction.

Article 13: Disciplinary Action
Proposals will be presented to update and streamline the discipline process.

Article 14: Classification, Reclassification, and Abolition of Positions
Proposals will be submitted to modify and clarify the reclassification process.
Article 16: Grievance
Proposals will be submitted to address the arbitrability of grievances.

Article 23: Duration
Proposals will be submitted to address the term of the agreement.
BOARD AGENDA ITEM

To: Board of Trustees

From: Superintendent/President

Subject: Public Hearing on MCCD/SEIU 1021 Collective Bargaining Agreement

Date: June 12, 2007

Item & File No. C.13.D

Reason for Board Consideration:

PUBLIC HEARING

Enclosure(s):

Proposal

BACKGROUND:

The MCCD-SEIU Chapter 1021’s Bargaining Agreement expires on June 30, 2007. Attached is the District’s initial proposal for a successor agreement.

Government Code Section 3547 and Board Policy 5.0031 provide that proposals which relate to matters within the scope of representation shall be presented at a public meeting and, thereafter, shall be public record.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees present the proposals and hold a public hearing.

Administrator Initiating Item: Linda Beam, Executive Dean, Human Resources and Labor Relations
Marin Community College District
Initial Proposals to the SEIU - Chapter 1021

Article 7: Hours and Overtime
Proposals will be presented to address compensatory time. Proposals will be submitted to provide increased management flexibility regarding police department work week trial periods.

Article 9: Worker Expense and Materials
Proposals will be presented to provide district employee identification/recognition.

Article 10: Fringe Benefits
Health and welfare benefits continue to increase. The District will propose changes to assure cost containment during the term of the Agreement.

Article 13: Vacations
Proposals will be submitted to modify the accrual and reporting of vacation as it relates to the district’s upcoming integrated management system and address the effects on bargaining members as a result of the implementation.

Article 14: Sick Leave
Proposals will be presented to modify the accrual and reporting of leaves, accommodate the district’s upcoming integrated management system and address the effects on bargaining members as a result of the implementation.

Article 15: Other Leaves
Proposals will be presented to modify the accrual and reporting of leaves, accommodate the district’s upcoming integrated management system and address the effects on bargaining members as a result of the implementation.

Article 16: Grievance Procedures
Proposals will be submitted to address the arbitrability of grievances.

Article 17: Transfers/Reassignments
Proposals will be presented to address the district’s upcoming online application, integrated management system and the effects on bargaining members as a result of the implementation. Proposals will be presented to accommodate the district’s upcoming modernization program and its effects on bargaining members during construction.

Article 23: Miscellaneous
Proposals will be submitted to address contracting out.

Article 27: Completion of Agreement
Proposals will be submitted to address the term of the agreement.
BACKGROUND:

In accordance with Board Policy 6.0017 on External Consultants and Evaluators, attached for your information is a listing of all External Consultants and External Evaluators with whom we entered into a contract in excess of $1,000 with a description of services provided.
<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Vendor/Description</th>
<th>Location/Dept.</th>
<th>Amount</th>
</tr>
</thead>
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<td>Perfect Timing Personnel Services, Inc.</td>
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<td>Staff assistant services for Math Department.</td>
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<td>S60155</td>
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<td>Community Ed</td>
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<td>S60162</td>
<td>Alexa McCrea</td>
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<td>Graphic Designer for College Catalogue.</td>
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<td>Perfect Timing Personnel Services</td>
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<td>S60177</td>
<td>Elisabeth Bell</td>
<td>Music</td>
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<td>S60200</td>
<td>Enterprise Rent-A-Car</td>
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<td>Van and truck rental, insurance, and taxes for Geology, (Geology 127B) and Biology Biology (247B) field trips.</td>
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<td>S60202</td>
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<td>Act Evaluation Survey Services</td>
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<td>Evaluation services for Student Opinion Surveys required for college administration and management.</td>
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<td>Troyer automatic Doors, Inc</td>
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<td>Service ADA door at Ohlone 124 Computer Lab, includes parts.</td>
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<td>Casey Printing</td>
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<td>Fahy Tree Service</td>
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<td>Remove, chip bush and downed tree and sod open area.</td>
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<td>P105082</td>
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<td>Training services for counselors need specialized training to learn how to best cope with disruptive students.</td>
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<td>P105085</td>
<td>Marin Sonoma Picnics</td>
<td>Staff Development</td>
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<td>Catering services for annual faculty &amp; staff appreciation luncheon.</td>
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<td>P105102</td>
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<td>Information Technology</td>
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<td>Backup maintenance agreement for SW-IT.</td>
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<td>Barbara Garfien</td>
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<td>for April and May 2007.</td>
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<td>Hertz Equipment Rental</td>
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<td>Learning Resources</td>
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<td>Web CT BB License Renewal for</td>
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<td>Legal Services for April 2007,</td>
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<td>for UPM, CSEA, and other</td>
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<td>P105308</td>
<td>Tremco, Inc.</td>
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<td>Roof repair/maintenance for</td>
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<td>Kentfield Campus, as per</td>
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<td>Center Nursing lab, Kentfield.</td>
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<td>Agreement Number</td>
<td>Vendor/Description</td>
<td>Location/Dept.</td>
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<td>Marin Independent Journal</td>
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<td>Campus Police</td>
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<td>Postal services for bulk mailing, permit #53, for 2006/2007.</td>
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<td>Staff Development</td>
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<td>Apple/Mac training service for Brain Chi, June 25,26 and 27, 2007.</td>
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<td>Annual License Fee for FUSION Facilities Planning Program 07/08.</td>
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<td>Services, Inc.</td>
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<td>Temporary staff for administrative assistant services.</td>
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**Restricted**

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<td>Catering services for the President’s Circle breakfast.</td>
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<td>P105014</td>
<td>Dentsply Rinn</td>
<td>Dental Assisting</td>
<td>$3,475.00</td>
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<td>Repair manikin for dental instructional classes.</td>
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**Measure C**

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<td>Measure C Bond</td>
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<td>Services for preparation of Banner Training Manuals, pilot training and end-user workshops April through August 2007.</td>
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</table>
Marin Community College District
Measure C Bond Program

Contracts for Designated Approval
June 12, 2007
C.14.B

The following contracts, amendments and change orders do not exceed the limits requiring formal Board approval, are all routine, and have accordingly been executed by the District for the Measure C bond program.

For Information

1. Professional Services Contracts
   a. New Short Form Contracts
   b. Full Contracts / Ratifications - none
   c. Amendments
      1. CCS Group – Amendment #1 – IPP and 5-year construction plan – $10,500

2. Construction Contracts
   a. Bid Awards - none
   b. New Contracts - none
   c. Ratifications - none
   d. Change Orders - none
   e. Notices of Completion – none

3. Information Items
   a. None

Approval Limits:
- Formal (contract documents presented to the BOT)
  - Goods > $65,100 (pending Board approval)
  - Construction / Change Orders > $15,000
  - Professional Amendments > $50,000
- Designated (contract documents referenced to the BOT)
  - Goods < $65,100 (pending Board approval)
  - Construction / Change Orders < $15,000
  - Professional Amendments < $50,000

Board of Trustees Meeting
June 12, 2007